

EXHIBIT B

Part 2

11/3/2014

55 OCWEN Complaints and reviews in Texas @ Pissed Consumer



Complaints and Reviews

Properties
for Sale

0 RESOLVED ISSUES 847 COMPLAINTS 4 FROM MOBILE \$3.5M CLAIMED LOSSES

\$4.1K AVERAGE 110K views SINCE SEP 26, 2007 \$1.0M CLAIMED LOSSES

All reviews **OCWEN** Texas

OCWEN - Simple Review #1407374384

Aug 06 Loans and Mortgages Coppell, Texas 82

Never would refinance while in good standing on current on payment on loan

Was this review helpful? 1

OCWEN - Don't want to sign an Insurance check to repair my roof.

Jun 25 Loans and Mortgages Houston, Texas 1 95

My roof is fallen apart. We are having rain in Houston, TX every day of this week and I have already water in my carpets. My Insurance Company, Fred Loya, approved the repair of the roof. They sent me a check that is not even enough for the repair in the first place and the check is in my name and Ocwen's name.. I am behind two months in may payments to Ocwen, and they putting pressure on me...

Was this review helpful? 1

OCWEN - About an Insurance check

Jun 25 Property Insurance Houston, Texas 57

My roof is fallen apart. We are having rain in Houston, TX every day of this week and I have already water in my carpets. My Insurance Company, Fred Loya, approved the repair of the roof. They sent me a check that is not even enough for the repair in the first place and the check is in my name and Ocwen's name.. I am behind two months in may payments to Ocwen, and they putting pressure on me...





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Was this review helpful? 1





OCWEN - Loan Modification Application Since 2013

Jun 04  Loans and Mortgages  Houston, Texas  1  83

I've been getting the run around from Ocwen regarding my loan modification since last year. They keep wanting more information or say they are missing information. Everytime I call them they give me a different answer. I had lost my job and was requesting help they assured me that there was help. In the meantime they set up a sale date on my home. I was able to come up with the outstanding...

Was this review helpful? 0





OCWEN - Bills Payed on time

Apr 27  Loans and Mortgages  Dallas, Texas  2  156

I have been dealing with Ocwen since December of 2013 when they purchased my note from Indy Mac. For all the years that I was with Indy Mac I never had an issue with them. Ocwen I believe is trying to steal my house from me. I am constantly harassed by their call center in India and have explained to them on numerous times we have always paid our note by the end of each month. Recently they went...

Was this review helpful? 3





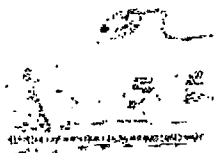
Finally Approved for a loan modification by Ocwen

Apr 14  Loans and Mortgages  Dallas, Texas  3  196

I had a loan balance of \$450k and my property was worth \$386k, my husband met with an accident at work and was on disability income, when I applied for a loan modification 4 months back, I was given a lot of run around and then denied, first they denied me for low income and then second time they denied me for high income, I don't know what they were trying to say, and this is something I really...

Was this review helpful? 3

The Federal Govt Would Like To Hear From You About Ocwen

Sep 09, 2013  Finances  Houston, Texas  11  301

Do you have information about a Ocwen that you think has violated federal consumer financial laws? Are you a current or former employee of such a company, an industry insider who knows about such a company, or even a competitor being unfairly undercut by such a company? If so, the CFPB wants to hear from you. Tipsters

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and whistleblowers are encouraged to send information about what they know to...

Was this review helpful? 4

Ocwen mortgage is a rip off

Aug 15, 2013 Loans and Mortgages Manvel, Texas 1 138

Recently just tried to renew a modification with this mortgage company for 3 months and all of a sudden received an eviction notice for me to vacate my home within 3 days because my home had been sold foreclosure without my knowledge. The customer service reps are horrible and could never get my info correctly and every time you call to talk to someone, it appears that they never know what going...

Was this review helpful? 3

Ocwen Loan Servicing

Aug 08, 2013 Finances Irving, Texas 2 160

Ocwen has held up my refinance but not sending me documents I requested. I needed a copy of my mortgage note and called several times during a 4 week period. Finally after 2 hours of holding until I got someone, I received it. Now, I am waiting on a subordination agreement from them and they are holding up my loan again. Emails are ignored and phone calls go unreturned. My ratelock has expired...

Was this review helpful? 5

Transfer of mortgage service to Ocwen is a complete mess

Jun 20, 2013 Loans and Mortgages Dallas, Texas 1 145

I have been having problems logging in to the website because it is not compatible with safari web browser on my mac. Are other customer's (Mac users) having this problem? I have been told that the problem will be fixed for two months now and nothing seems to have been done. Last time they told me that I would have to log in through Firefox. They don't have a call in tech support line. This is...

Was this review helpful? 1

2 3 4 5 ... 6

Did not find what you were looking for?

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Product Results**Tag Results****Company Results**

OCWEN MORTGAGE

OCWEN

OCWEN Loan Services

Owen

Owen M

Standt and Owen

Owen Loan Modification

OCWEN THIEVES

Owen mortgage

Owen help

Achen Aspath

Owen Mortgage Loan

Owen Foreclosure

November Saxon Owen

Foreclosure

11/3/2014

All Complaints I can find on Ocwen Bank - Ocwen LL

More Next Blog»

Create Blog Sign In

ALL COMPLAINTS I CAN FIND ON OCWEN BANK - OCWEN LL

FRIDAY, APRIL 17, 2009

Ocwen Financial Corp. has been selected by Freddie Mac to participate in a pilot program designed to handle high-risk loans quicker and to keep more at-risk borrowers in their homes.

The West Palm Beach-based loan-servicing firm (NYSE: OCN) and its counselors will help cut telephone wait times, speed up the time it takes to put borrowers in touch with live counselors and implement Freddie Mac foreclosure reduction policies faster.

"Our strategy for high-risk loans is designed to help servicers cope with today's unprecedented call volume by directing calls to a specialist with the specific staff and technical resources for handling a high volume of borrowers with these types of mortgages," said Ingrid Beckles, Freddie Mac's senior vice president of default asset management, in a statement.

A selected portfolio of higher-risk mortgages that are at least 60 days delinquent will handed off to a specialty servicer for intensive attention using Freddie Mac's workout opportunities.

Initially, 5,000 reduced documentation loans from California, Nevada and other states with high delinquent rates will be targeted.

Freddie Mac said it will figure out whether to broaden or tweak the strategy after reviewing the pilot's June results.

Ocwen shares closed up 34 cents to \$9.24, nearing the 52-week high of \$9.25, reached on Jan. 8. The 52-week low was \$3.66 on April 14

From:

<http://southflorida.bizjournals.com/southflorida/stories/2009/02/02/>

<http://ocwen-complaints.blogspot.com/>

OCWEN COMPLAINTS? DO
SOMETHING!

Information on how to file a
Complaint. Do it NOW! Read this:

WHAT'S YOUR OPINION ON OCWEN

Good honest company
Total crooks and they all belong in pris
Good company bad customer service
Why hasn't the government shut them

Votes so far: 220
0 0 0 0

ABOUT ME

WE'RE ALL IN THIS SAME BOAT

I too am just like most of you reading this board. The only difference may be my local State Department of Consumer Credit and Compliance has gotten involved. They have the authority to strip Ocwen's license to practice in my state. They are investigating and working with one of Ocwen's so-called top people. The purpose of this blog is to hopefully help those that read it. And to find a good attorney with the reputation and resources to launch a full-scale nationwide Class Action Lawsuit against Ocwen and all the other many names it goes under. If Ocwen has done you wrong, you're not alone this

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1/41

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All Complaints I can find on Ocwen Bank - Ocwen LL

daily42.html

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 5:43 AM NO COMMENTS:
LABELS: OCWEN

Find Out If You're Eligible Now. VA
Home Loan - \$0 Down. Get a Quote

I have been speaking to Ocwen re: a loan modification since February 2009. Then on March when the Obama plan came into play I was given a new set of documents to fill out and return to them by fax, which I did immediately sent March 10th 2009. Waited to hear from them no response so when I called them they had not received documents, so they mailed me another set. I again filled out the same 3 papers and returned them to them. again after waiting for a response I received another set of the same documents to fill out, when I called them they said they did not have anything from me so I again filled out the papers and sent to them, at this time the sale date on my home was 3/20/09 and they extended it to 4/-3/-09. when I still had not heard from Ocwen I called them again and was told they need more information. which I immediately sent again., a duplicate copy of when I had previously sent them. the people they have handling these things in india do not have a clue as to what they are doing I am not the only one complaining about the service. I call them every day as they give me a different answer each time I call, I am now telling them that I am recording their phone calls for future legal use., as I no longer trust the way Ocwen is handling this sensitive matter. My original loan was from Delta funding, who have just recently been hit with a consumer and lending loss, and I feel that Ocwen is totally tied in with them, and must know how delta has been handling the loans they send to Ocwen for servicing. A class action suit should be filed against them. When I called today 4/13/09 I was told again they needed another paper from me, they said they had the fax I had sent but they could not see what I had sent. now the sale date is 4/17/09, they leave me no further choices. They are just stalling for time.,
Lulu Snohomish, Washington U.S.A

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 5:39 AM 5 COMMENTS:
LABELS: DECEPTIVE AND MISLEADING, INDIA PHONE CENTERS, OCWEN
DOESN'T ANSWER PHONE CALLS, OCWEN DOESN'T RETURN PHONE CALLS

seems to be the way they conduct business each and every day. If you are an attorney with what we're looking for you may contact me at: ocwen.complaints@gmail.com we need an immediate nationwide class action lawsuit initiated against Ocwen. I do publish the comments you leave, but if you should need to get a hold of me use the same e-mail address. You Are Not Alone, Ocwen has affected us all! Thank You.

[VIEW MY COMPLETE PROFILE](#)

BLOG ARCHIVE

▼ 2009 (22)

▼ April (2)

Ocwen Financial Corp. has been selected by Freddie...

OCWEN FINANCIAL
SERVICES LLC
OUTSOURCING TO INDIA

...

▶ March (2)

▶ February (9)

▶ January (9)

▼ 2008 (181)

▼ 2007 (92)

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All Complaints I can find on Ocwen Bank - Ocwen LL

TUESDAY, MARCH 17, 2009

My mother had been ill with cancer for over a year and I had quit work to care for her. I did one loan modification with Ocwen and was so distraught that I did not realize that even tho they gave me a lower interest rate my payments were higher? How could this be? I kept my mortgage straight till my mom had a relapsed and I got behind again. We were use to two incomes and now down to one. I tried to work with them again and they sent me all the paper work but when I told them I faxed it they claimed they did not receive it. I ended up faxing it three times to have them say they didn't receive it. In the mean time my mother was home with Hospice and she passed. I had explained to them what was going on and had trouble with finances due to my not working. They had no concern. The paper work they sent me was on the day my Mom passed, which in no way was going to get back to them in the time length they gave me because of my grief. Then they claimed they sent me a modification that I did not get. I tried again to talk with them about the loan even up to two days before the sale trying to figure something out and was told that they couldn't see how I could call them and that I needed to just come up with the \$4800 to save my home. They put it on the auction block but it didn't sale, so now I don't know what they will do. They seem to only work with me when they thought I was going to get money from my Mom's passing but everything went to my Dad which is how it supose to be. I have lost my home without even a chance to keep it and it wasn't entirely my fault. I do take some of the blame for not keeping in touch with them more often (I guess) but they just was rude and now I don't have my home.

Sugar pieKingsland, Georgia U.S.A.

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 5:37 AM NO COMMENTS:
LABELS: FILE COMPLAINTS, ILLEGAL FORECLOSURE, OCWEN DOESN'T
ANSWER PHONE CALLS

SATURDAY, MARCH 7, 2009

This company bought our mortgage from another company without us knowing about it. We only borrowed aprox. 60,000 from the original holder around 10 years ago. The property is worth alot more then what

Affordable
home
program

attorneyloanmodificati...

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...
...

Apply For a
FHA Home
Loan

2.95% APR
Equity Loan

2.7% HARP
2.0 FIXED
Rate

Avoid
Foreclosure
Now

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All Complaints I can find on Ocwen Bank - Ocwen LL

we borrowed but that is all we wanted at the time. In the 10 years we had a little trouble and got behind one time, but that was taken care of (with fees applied) and we have made our payments on time every month. This should have been paid for, what they apply the money I send every month never seems to go to the balance. Now we have received a letter saying our loan has matured and they want the remainder of the money in one year. I guess what is happening is that we payed all the interest all these years and now they have to start applying it to the principle. I have called and requested a copy of our pay off a couple of times and they never send it. I can never get help on the phone and have been put on hold for 30 min. at a time. Since the amount has never really gone down I have to figure out how to get this pay off with in the year and would like to know the amount I need to come up with. It seems like when they bought the account the amount started all over again and we lost all the money we all ready applied to the loan. They just want to be able to take the place from us and will do anything to get it. Just when you think all is going good, something like this happens. I know there are alot of crooked/ scheming / low life people out there that do not care who they hurt, as long as they get what they want. What I don't understand is there are alot of educated, smart people that are high up and could do something about this and they just turn their heads. I wish I was one of those people, (you never know some day I might be) I would be after the people that find it eaisier to steal from others then work for their money, and that's what so many of these company's do

So grl

Maryland, Maryland U.S.A.

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 5:35 AM NO COMMENTS:
LABELS: OCWEN COMPLAINTS, OCWEN DOESN'T RETURN PHONE CALLS

SATURDAY, FEBRUARY 21, 2009

In October we worked with a 3rd party to help modify our loan. After hours of deliberation, Ocwen's Mr. Marshall and us finally came up with an agreement. We were to pay our loan amount of \$5387.00 in November (we did) and \$4135.28 in December (we did) and then had to pay principal and interest of \$3939.96 in January (we did). The modification was taking what we owed and moving it to the end of our loan \$618,434.73, stuck 40K plus to the end of our loan and lowered the interest rate. Exactly what we were requesting, payment was still a little high but manageable. Make a long story short we received a letter on 2/18/09 from a paralegal stating that county records stated our house

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All Complaints I can find on Ocwen Bank - Ocwen LL

has been sold. Since it didn't have a name on it I thought it was junk mail but took the chance and called Ocwen anyways. Heard the message that "Thank you for your payment rec'd in Jan as of May 2008 your balance is \$0. Confused I pushed to talk to a representative. He stated yes our house has been sold, that the modification was approved but the forbearance wasn't so they accepted our money but never intended to keep their word. I asked to speak to someone else, he transferred me to REO left a message and of course no response as of yet. I went online to the Tax Accessor and ran our parcel number, our house was sold to HSBC for \$355,000 and went 100% sole owner to HSBC, on 2/17/09. Another ironic thing is we had our house up for short sell and was given an offer of \$419,000 and Ocwen declined it but yet they accepted the offer of \$355,000. Then we rec'd a call 2/20/09 from a representative requesting cash for keys. Of course I said no chance, that something is wrong and they have done us wrong. She sent me to a Manager, again he was requesting the same thing keys for cash so I told him the story and said I even have all the documentation to prove it. He sounded a little shocked and said he would hand this over to someone to research it. As of right now we are in limbo, we retained a lawyer, not sure what good it will do. But we were tryig to do the right thing and it appears Ocwen had no intentions of honouring their word. Since the moment I knew we were in trouble I have been upfront with them and tried to work with them and never once did they until we paid a 3rd party to get involved. We feel we have been scammed and treated as less than. We will not let this defeat us but I guarantee you they will have a fight on their hands. I will go to the media, I intend on writing letters to congress and our legislature, not sure of what will get done, but I know someone somewhere will hear me.

Penny Rancho Cucamonga, California U.S.A.

from: <http://www.ripoffreport.com/reports/o/426/RipOff0426940.htm>

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 9:03 PM 2 COMMENTS:
 LABELS: FAKE LATE CHARGES, ILLEGAL CHARGES, ILLEGAL FORECLOSURE,
 LOAN MODIFICATION, OCWEN COMPLAINTS

TUESDAY, FEBRUARY 17, 2009

there anyone to help ward off these THIEVES ?? Sure they will work with you. ha ha .. We made an agreement with them in Sept to the tune of 11,664. and some odd cents. GOT a receiver code from THEM to sent the money.. and next payment was to be Nov 2008. Well they sent it back late in Nov. said it was not enough to satisfy them (greedy b*****s) Now they will not take any payments and it is up over 15,000 since then.. do the math... most of it is BOGUS fees I am sure. We have

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All Complaints I can find on Ocwen Bank - Ocwen LL

tried to call and you all know how that goes. !! So now they want to know where did I come up with this agreement.. gave them the persons name and of course NO ONE by that name AND nothing in my file about it either.. And that the 11,0000 was not enough to 'satisfy' them either.. but they sure as hell kept that. and sent back the 1330.00 payment.. \$4000. in fees are now added so we are up to the 15,0000 MORE not counting the 11,000. NOW DUE.. ha-ha.. when I told them they agreed to all of this they basically called me a liar.. BUT I got the last word (for what it was worth) because I asked them ' if no one talked to me and gave me this info - how would I of come up with that random amount and why would I send it to them.. BUT where I got them was on the receiver code. THEY give you that number... so I asked them where did I get this figure and code?? did I just pull it out of my ASS !!! they did not like my tone !They said they would do a forbearance to the tune of \$2000. per month. I am having a hard time with the 1330.00 where do they think I will come up with more.??This part is just the recent mess with them..... this has been going on for 12 years ~ a month after I bought my home- they bought the note and it has been a NIGHTMARE since...Something needs to be done NOW for those of us still in the ' process' with them.. I only owe 90,000 on my house and it is worth twice that..THEY WILL NOT GET MINE..Lets stick together and help each other.. WHERE is an attorney that has the ' you know whats' to stand up to them.

ChrisRockton, Il.GoodSoul2rockton, IllinoisU.S.A.

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 9:02 PM NO COMMENTS:
LABELS: FAKE CHARGES, FAKE LATE CHARGES, OCWEN ARE LIARS, OCWEN COMPLAINTS

SUNDAY, FEBRUARY 15, 2009

like all the other folks on here ocwen has done the same things to me also, feb 18 2009 they got my home and put me on the street. i tried everything to deal with this bank all they done was lie to me sent back payments and keep raising the cost of my mortgage payments and interest until i could not make my payments anymore. this home i lost to was the place i grew up and lived by my 75 year old dad, which i take care of. they are going to kick me out in a couple days. they also put my credit in the trash can.. i work every day and all i wanted to do is pay bills. i would also be interested in filing a class action suit again this bank. i tried everything possible to work with ocwen and all they did, is lie to me...

Chris****bluffton, IndianaU.S.A.

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 9:00 PM NO COMMENTS:
LABELS: FILE COMPLAINTS, OCWEN ARE LIARS, OCWEN COMPLAINTS

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All Complaints I can find on Ocwen Bank - Ocwen LL

THURSDAY, FEBRUARY 12, 2009

OCWEN LOAN SERVICING AGREED TO LOAN MODIFICATION, NOT TELLING ME THAT MONTHLY PAYMENTS WILL INCREASE

I first contacted OCWEN about loan modification and they told me it had been granted. But after several months of waiting I never heard from them again until I got a foreclosure notice. I then contacted OCWEN again and they told me that I should have contacted them after I didn't receive any documents from them. When I told them that I did contact them I was told not to worry, We don't want your home, then came the foreclosure notice. I was then contacted by a company First Universal about a loan modification, but was told by the case worker that OCWEN had made an offer to them, and that was the best that they could do because of the pending sale of my house. After coming to an agreement I continued to get threats from OCWEN about foreclosure. When I got the documents to sign from first universal I learned that they worked for/with OCWEN. Now recently I have been getting correspondences from OCWEN stating that I am in foreclosure and that the monthly mpayment I agreed to have the potential to increase due to ESCROW, that wasn't part of the agreement. It was stated that I would pay a certain amount set for five years then my monthly payments would increase significantly. That's not a Loan Modification, that is a ripoff/scam.

Supa natVacherie, Louisiana U.S.A.
from:

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 8:58 PM NO COMMENTS:
LABELS: ILLEGAL CHARGES, ILLEGAL FORECLOSURE, OCWEN COMPLAINTS

OCWEN LOAN SERVICING, NO LOAN MODIFICATION???? How can this be a loan modification when the payment will be increasing \$150.00 per month?

I applied for a loan modification in October, Ocwen said they sent it out on December 29th, I never got it. They agreed to re-do it, only according to them it would not be as good as the original one. I finally got the loan modification with two weeks to respond, they are adding \$17,000 to loan principal balance and upping my payment \$150.00 per month. Am I missing something here? Isn't a loan modification supposed to help you stay in a house? As far as I understand Ocwen is owned by Wells Fargo, didn't they get a bailout to help the homeowners? Oh yes,

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All Complaints I can find on Ocwen Bank - Ocwen LL

and try calling customer service, that's a joke, I will be losing my home of 5 years to foreclosure and if it means that I don't have to do business with them, maybe that is a good thing. What I want to know is in the future how do I know I will have a mortgage with a reputable company so I don't have to end up doing business with Ocwen because my mortgage got sold? Stay away from Ocwen, and I, too, would be willing to participate in a class action lawsuit. I may not reap the rewards of willing, but it could keep someone else from getting shafted!

Ripped off in texas

HOUSTON, Texas U.S.A.

from: <http://www.ripoffreport.com/reports/o/422/RipOff0422881.htm>

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 8:55 PM NO COMMENTS:
LABELS: FAKE CHARGES, FAKE LATE CHARGES, OCWEN COMPLAINTS, WELLS FARGO

TUESDAY, FEBRUARY 10, 2009

OCWEN LOAN COMPANY RIPPING OFF MY COUSIN AT THIS TIME... PULLING ALL THAT I READ ONLINE NOW

I am researching this RIGHT NOW. This company is working the scam on our cousin as I type. She has had the home two years and now they are asking for more money and more money....threats of attorney fees, telling her they will write off all that was paid the last two years and do a NEW LOAN for her. Was to send papers so she could file and after 1 month nothing has come in yet. I am researching so my cousin can try to save her FIRST TIME HOME BUYER. We are looking to get OCWEN to do what's called 'short pay' We still do not know if they are going to be able to keep their home. They are all just sick about this. There were adult family members who were living all together in the home. Out of 10 brothers and sisters, there were four adults and their wives living in this home. It's now only three family members as they think they will lose the home. If this Ocwen Company is really a scammer why are they still allowed to do this to citizens? Where can we file against this Ocwen Company for a class action suit? Okay....this is just starting for us....I will check back and see if there are others who have fallen into this trap. Do we need to file with the Attorney General? They can't afford an attorney. Our cousin DOES NOT live in the city we live in, they are in Pacific, Washington. Should we write our governor?

Cousin Belfair, Washington U.S.A.

from: <http://www.ripoffreport.com/reports/o/422/RipOff0422764.htm>

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 8:53 PM NO COMMENTS:
LABELS: FAKE CHARGES, FAKE LATE CHARGES, OCWEN COMPLAINTS

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All Complaints I can find on Ocwen Bank - Ocwen LL

THURSDAY, FEBRUARY 5, 2009

Ocwen Federal Bank they are charging late fees,lawyers fees and you name it every month for as long as I can remember

I have been with Ocwen Federal Bank since the prevoius lender (Delta Funding) signed me over to them without even contacting me to do so or see if I wanted to try to get another Lender. Ever since I have been with them I have paid nothing but interest on this loan,and don't forsee ever getting the loan paid off making just monthly payments that have been paid from the beginning. I have lots of fees that have added up to \$2,398.99 such as Reprot Fee,Inspection Fee Property Evaluation Expense,Complaint Fee,they even charge back to me for Certified Letters they send thru the mail to me.They alhve always charged a late fee even when a Forebearance Plan was worked out to start fresh payments, they said that was for the payments that were not made on time in the past. If you get a Fresh start Forebearance Plan should the late charges not be dropped unless you don't make the new payment on time. I have been with this company for many years and don't see a way out right now,I just came across the Ripoff Report and had no Ideal that all this had been going on all these years.

Brenda ****Little Rock, ArkansasU.S.A.

from: <http://www.ripoffreport.com/reports/o/418/RipOffo418550.htm>

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 8:50 PM NO COMMENTS:
LABELS: FAKE CHARGES, FAKE LATE CHARGES, OCWEN COMPLAINTS

TUESDAY, FEBRUARY 3, 2009

Ocwen Loan Servicing Ocwen admits they sold my home illegally!!!

I have reported this company and their illegal activities to various authorities and my objective in posting this one is to find someone who is willing to help! I can be contacted @ 209-298-3834 (Deanna Walters) Someone has got to stop Ocwen!!They began servicing my loan December 2004 and from the first month OCWEN has stated my loan was past due. Each year I have had to stop foreclosure proceedings by paying unwarranted fees they have added each and every month which there is no justification for. Each time its the same procedure: they hold payments and do not post them to my account, then comes the notice to foreclose following the return of my payments stating it isnt enough to bring the loan current. Three times in three years this has happened. And throughout the process I hear the same ridiculous excuses, let me transfer you to a supervisor who never answers; our system is down; a confirmation number given at the time

11/3/2014

All Complaints I can find on Ocwen Bank - Ocwen LL

of a payment doesn't actually mean a payment is accepted; contact us via email; given me wrong addresses; phone numbers; and even wrong account numbers to wire money directly from my bank to theirs! NOTE: I HAVE NOT MISSED A PAYMENT AND HAVE EVEN MADE ADDITIONAL PAYMENTS TO TRY AND PREVENT ANY ADDITIONAL FEES BEING IMPOSED. How could I possibly be in foreclosure? I am informed by my bank on 1/30/09 that ocwen rejected my wire transfer. I called them to hear what excuse they had this time and they inform me that my house has been sold! They apologize and let me know they tried contacting the person who bought my home at an auction to see if they would 'back away' due to their (Ocwen) error and the person declined. She again apologized and said there was nothing she could do!! I am still in shock and can't seem to find anyone to help me stop this. I read about the THOUSANDS of homeowners this is happening to by OCWEN and still they continue. I am hoping someone will read this and offer some advice on my next step. I will not walk away from such an appalling disregard of the law. There has got to be something done to stop this company!

Deanna
stockton, California U.S.A.

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 8:48 PM NO COMMENTS:
LABELS: FAKE LATE CHARGES, FORECLOSURE, ILLEGAL, OCWEN
COMPLAINTS

MONDAY, FEBRUARY 2, 2009

Ocwen sold my mortgage two days before my stip dead line was up

I had a mortgage with Ocwen Mortgage Company, which I started to fall behind a few payments due to the amount of each monthly payment being so high. I contacted Ocwen, and was offered a new stipulation agreement. The woman reviewed all my financial statements and then contacted me to review the terms. She offered me a reduced loan amount actually back to the original amount of the loan; also lower monthly payments and a lower interest rate. So, a next day I receive an e-mail with the approved stipulation agreement. Well needless to say the agreement that I received in e-mail was not even close to the terms that I was offered. I contacted Ocwen trying to get in touch with the woman, which I had previously spoke with. Ocwen's representatives gave me a run-around I spoke with 10 different people that day and explained to each the situation; I was told no one but the person who offered the agreement could assist me and I was told that she just happened to be on vacation. Luckily, I had her e-mail address due to the previous agreement that was sent to me. I e-mailed her explaining everything that I have been going through to try and resolve this matter and to

11/3/2014

All Complaints I can find on Ocwen Bank - Ocwen LL

reach her, because everyone else I spoke with stated that 'they could not help me'. The woman responded to me that day curious as to why no one at Ocwen would assist me she seemed a little upset with it and offered an apology. The woman then sent me a revised agreement that was exactly to the terms we had discussed. I reviewed the information thoroughly and everything on that agreement was legitimate. I verbally accepted and was told that I had 10-15 days to respond completely by sending the first payment of the new agreement. 3 days before the dead line date I called to wire a payment and Ocwen's automated service would no longer accept my social security number or my account number. So I waited over 45 mins on the customer service line to talk to someone and when I finally got thru to someone I was told that I no longer have a mortgage with Ocwen and the house is being foreclosed and I would need to contact a real estate agent to find out any more information about my house.

Mark Forest City, Pennsylvania U.S.A.

from: <http://www.ripoffreport.com/reports/o/417/RipOffo417996.htm>

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 8:45 PM NO COMMENTS:
 LABELS: ILLEGAL CHARGES, OCWEN COMPLAINTS, OCWEN DOESN'T ANSWER
 PHONE CALLS

MONDAY, JANUARY 26, 2009

OCWEN BANK Stool my home

Hi, My name is Janet Purdy, at 7866 Mansion House Crossing, Pasadena, Md. 21122, 410-437-5275 fell free to call me. Please read the whole story. I need HELP. Ocwen Bank has stopped every action for me to save home they used a trustee that came after me like it was personal. And since the buyers bought my home two times at auction the first time for 235,000.00 and the second time for 191,000 I am thinking Bierman, geesing, & ward the trustee had deal with Dave & Sharon Wuest the buyer. My home is worth 352,000.00, I will be only getting about 20,000.00 which the trustee is going hold until July, my family and I will be homeless by evction in about two weeks. Do to me being disabled I do NOT have money to move and we have no where to go Maryland has NO help for use the selters have waiting lists. I am also a widow since 2005 and I gave Ocwen every cent I had my payments where not applied to my correctly. I am disabled; caring for her elderly mother with a heart problems moms 80 now and a special needs child and one child in school until June he's 15, all will suffer irreparable harm should this court allow Respondents to fraudulently move forward with their illegal eviction. This is only a small part of what happened to me there is much more to my story. And why is it the opening bid opened for less and less money? I Loan documents signed May 5, 2007 for refinance of my home with 1st Metroplitan mortgage this could have

11/3/2014

All Complaints I can find on Ocwen Bank - Ocwen LL

saved the home, but the TRUSTEE, Bierman, Geesing and Ward REFUSED to take the money to pay off the loan and the home went up for auction on May 8, 2008. Notice of pending auction received eight days before auction by Janet Purdy. At that time the house was appraised at 350,000.00. Auction took place May 8, 2008 the opening bid was 263,000.00 and sold this sale was RATIFIED AND CONFIRMED a Motion was filed for unclean hands the sale was rescinded because of payment disputes. Loan documents were signed Sept. 9, 2007 my appraisal was done on Oct. 1, 2007 the home appraised at 352,000.00 payoff quote was faxed to SRI Mortgage on Oct. 5, 2007 from Ocwen. Some time in Oct. 2007 my home was auctioned with an opening bid of 235,000.00 NO Notice was sent to me via by certified mail or first class mail on Oct. 31, 2007 Dave and Sharon Weust came to my home and handed me a one page note that they bought my home at the opening bid of 235,000.00 which was RATIFIED AND CONFIRMED my Motion for a Stay was not ruled on at that time. That auction was taken back, because of lack of service by the TRUSTEE, I was told my home was going to auction again in Jan, 2008 it was on the auction list for Jan., 2008 at some point it was moved to Dec. 28, 2007. Loan documents were signed again with another Mortgage broker a payoff was requested from Ocwen but it was never sent to my broker which stopped the process for my refinance. Again NO Notice was sent to me about another auction the opening bid was 191,000.00 this time I was NOT notified by Certified Mail or by Dave and Sharon Weust until after the house went to settlement taking away rights I had to file a Motion or fight for my home. Which would be a violation of my rights. [In Violation of]: The Fourteenth Amendment to the U.S. Constitution: 'No State shall... Deprive any person of liberty, or property, without due process of law' [Article 24 of the Maryland Declaration of Rights:] '[N]o man ought to be taken or imprisoned or disseized of his freehold, liberties or privileges, or outlawed, or exile, or in any manner, destroyed, or deprived of his life, liberty or property, but by the judgment of his peers, or by the law of the land.' I do not know where to go or what to do. My mental state is so bad I can't think any more, I did appeal the eviction but I don't think that will help and I also appealed to the special court of appeals but I don't think that will work. So I just keep packing I do not know where I will put my stuff and I know I will lose my pets that I LOVE every much. I know I have failed myself and my family, Life is just not worth living any more. Thank You, Janet Pasadena, Maryland U.S.A.

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 8:43 PM NO COMMENTS:
LABELS: OCWEN COMPLAINTS

FRIDAY, JANUARY 23, 2009

11/3/2014

All Complaints I can find on Ocwen Bank - Ocwen LL

Ocwen Loan Servicing Escalated payments, failed to credit payments or credited late, refused payments while in forbearance negotiations, then wants \$1

**Ocwen Loan Servicing Escalated payments, failed to credit payments or credited late, refused payments while in forbearance negotiations, then wants \$150,000 extra
Orlando Florida**

Ocwen takes the prize for most dishonorable company, and we want a class action suit against them! Anybody game? We have tried to keep up payments, but with an ARM, this became impossible, as our rate went to 11%. Additionally, there were always late fees, even though we paid on time. Finally my husband filed for bankruptcy, and reached a verbal agreement with Ocwen on what our payment would be. But the very next payment was sent back as not being the correct amount, but no one could tell us what that amount should be. We started the very long process of trying to reach someone on the phone who could tell us, with hold times anywhere from 30 minutes to 2+ hours. Many times we were told someone would call, but when 'they' did, it was a recording. Finally we got to talk to 'Ganesh'. We reached an agreement and were told the papers would be sent in the mail, and not to make a payment until we could send it with the new contract. Many calls later, still no papers, but still told not to pay. Foreclosure papers came. More calls, told not to worry, just a formality, don't pay. Second set of foreclosure papers came. Got an attorney. Almost a year later, got the papers, but amount now owed is about \$150,000 more than our original mortgage - all sorts of fees and interest due to not paying for a year. We TRIED to pay all year, but were told not to by Ganesh. Amount is more than we could ever hope to refinance, so no hope of getting away from this crazy company even if we can pay the exorbitant amount they demand. After reading all the rip-off reports on them, I don't trust them anyway. We're serious about the class action suit. I've only hit the highlights of our problems with them.

Meg Burleson, Texas U.S.A.

<http://www.riporffreport.com/reports/o/396/RipOffo396544.htm>

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 7:54 PM NO COMMENTS:
LABELS: CLASS ACTION LAWSUIT AGAINST OCWEN, ILLEGAL CHARGES,
OCWEN ARE LIARS

Ocwen They can produce the original promissary note. Without no contract--No contract, no Owcen

11/3/2014

All Complaints I can find on Ocwen Bank - Ocwen LL

Friendswood Texas

This may help. I note sure of your laws in your state. It work in most states. I have had the same problems with Owcen--taxes, late charges, no one that speak English.....I found out in the law school I'm attending, They must produce a the original promissory note. This is impossible because there's never one. When someone goes court on must of the foreclosures any state, the lend-holder's attorneys always produce the a copy--never the original. You must sit down with the lender and see if they have original--most of the original notes are located in foreign countries in which it takes sometime years or a life time to produce . Just think about it, if you had a car and some one stated it not your. Could you get away without showing proof of ownership with a copy of the title.The judge would send you back motor vehicle department to get original. With a promissory note there is only one. Since most the notes are sold the dulling--they can only produce a copy. You must show the original car title. The same with Lenders. Don't let them fool or scare you with all their fantasy words meant to intimidate you. Most of my friend have won and have taken their houses without paying another note. It your choice. Lets take back America.Next, since most of the dullings like Owcen which falls under the F.T.C laws and by-laws, must follow strict regulations. For example, If you send a letter like the one below, you can suit if they write your back. You are telling them, they are require by for you to take this up with the original lender-holder--which there is none. If they do, file a compliant with the F.T.C.Ref: Centerpoint Energy Enetex\Account Number: Dear Sir, This letter will serve as your legal notice under Federal Law that regulates the activities of collection agencies and their legal representative. You are hereby notified under provisions of Public LAW 95-109, Section 805-c, The Fair Debt Collection Practices Act, to hereby Cease and Desist in any and all attempts to collect the above debt. Your failure to do so WILL result in charges being filed against you with the State and Federal agencies empowered with enforcement. You are further warned that, if any derogatory information is placed on any credit reports after this notice, it too will result in action being taken against you.As it is my position not to recognize and/or work with collection agencies, I will settle this matter with the original creditor.GIVE THIS MATTER THE ATTENTION IT DESERVES.Sincerely(your name)cc: FTC--Mr. StoneLeefriendswood, TexasU.S.A.

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 7:38 PM NO COMMENTS:
LABELS: OCWEN COMPLAINTS, REFUSED PAYMENT

THURSDAY, JANUARY 22, 2009

11/3/2014

All Complaints I can find on Ocwen Bank - Ocwen LL

Ocwen Loan Servicing, LLC Unable to get Modification on Mortgage and False Notices for Mortgage Foreclosure Sale

We recently hired a company to help get a forbearance and a modification on our mortgage (which was a scam), we were informed to we were not aloud neither options with our mortgage company. We informed this on 1/13/09, one day before our sale date, (we also called Ocwen on this date), which was suppose to take place on 1/14/09. We called an attorney and were told that because it was a day before the sale date there was nothing we could do. We decided that we could not afford the amount of money Ocwen wanted, which started at \$5749.30, then went up to \$9799.84 on 1/13/09, so we let our home sell, or that's what we thought. On 1/16/09, we recieved another notice of mortgage foreclosure sale set for 1/21/09, with the reinstatement cost at \$13766.11. When we recieved this notice we call the County Sheriff and asked if there were any sale dates set for us on 1/14/09 or 1/21/09, the sheriff office informed us that there was no such date set, nor was there a sale on 1/14/09. On 1/22/09, we recieve yet another notice, which included a Notice of Mortgage Foreclosure Postponement for the sale that was suppose to take place on 1/14/09, which of course we know never was even set. So now we have another notice of mortgage foreclosure sale set for 1/28/09, (which was put on a plain white piece of paper), this date is truly scheduled for said date, confirmed by the sherriffs office. On our pink colored paper that is titled Help For Homeowners in Foreclosure the date for the sheriff's sale is typed in as 1/21/09. There no reason that people should be mislead this way, and the notices are suppose to be serious not a means of buying time to make more money for themselves, nor should they be used as a means to scare people. We are left with no time to negotiate our mortgage, and we were almost unable to file bankruptcy in time, because we were mislead. If we hadn't called the sheriff's office about the sale dates, we might have been to late, and now instead of modifying our mortgage we are stuck with our high interest rates and \$320.00 more a month payment for the bankruptcy. So in all we have lost also most \$7000.00 to save our home. Please let us know if this has happened to you, or is happening to you. And if anyone has any information as to who we can contact for help. We are interested in filing a lawsuit.

JamilesEden Valley, Minnesota U.S.A.

POSTED BY WE'RE ALL IN THIS SAME BOAT AT 8:41 PM NO COMMENTS:
LABELS: ILLEGAL FORECLOSURE, OCWEN ARE LIARS, OCWEN COMPLAINTS

TUESDAY, JANUARY 20, 2009

Ocwen Loan Financing THE UNFAIR PRACTICE

OcwenClassAction

Petition

News

Contact

What is HAMP

Service

Welcome To OcwenClassAction

Thank you for visiting our new Internet site. While we are hoping to have this site up and running soon, please be patient with us. The goal of this site will be for the purposes of helping people, whom like me have fallen victim to Ocwen Loan Servicing, L.L.C. and more specifically to the predatory nature in the HomeAffordableModificationProgram, also known as HAMP. Our goal is to allow user's a forum to discuss, inform, and provide a place for anyone who has fallen victim of Ocwen Loan Servicing. The one stop location where you can have a voice. Where your opinion will matter and to finally uncover what can only be described as having the proverbial gun to your head. This company Ocwen Loan Services, L.L.C., needs to be held accountable once and for all. This site, unlike all the rest you may have visited, will be one of action, not just a place to vent your bad experiences, but to put together a petition that can be forwarded to the White House. To the President, to the state, and local governments who have allowed bad Banking to become the norm. What this site would also like to achieve, is enough information, facts, and proof that can then be filed as a Class Action Lawsuit. That is the ultimate goal of OcwenClassAction, we will be silent no more. This will be one stop, one location, one purpose. To have a voice and put it into action, not just a place to vent, but to hopefully provide real action to all who have suffered at the hands of Ocwen Loan Servicing, L.L.C.

At present, our web site is still under construction. We are making an effort to present you with our entire spectrum of helping as soon as possible. The emphasis of our site is on creating a petition for the White House and to generate enough proof to bring about a possible Class Action Lawsuit. This topic is certainly of interest to you. Check this site later, please.

In the meantime you can reach us at, We are looking forward to hearing from you. You can contact us at our e-mail address: JD@OcwenClassAction.com

OcwenClassAction is being created for you the people who are seeking answers, seeking other's like you who need a place to call into action bad business practices. We would be pleased to hear from you! Please let us know what your needs and questions are, we will be more than happy to help.

We are working hard to get this site up and running as quickly as we can. Please be patient with us. Thank you. I am looking forward to hearing from all of you, I've read through thousands of complaints by Ocwen Loan Servicing customers on various other sites so I know the Urgency you are feeling. I am feeling it myself. I hope this site becomes important in getting a Petition up and running soon. Also with enough assistance from YOU we can find our way to a Class Action Lawsuit against Ocwen Loan Servicing and bring about an important change to the way Mortgage Loans are determined in the future. It hopefully starts here.

00002894

EXHIBIT 10

10/30/2014

(1) The Ocwen Lawsuit Source Page

The Ocwen Lawsuit Source Page



Timeline About

PEOPLE

822 likes

ABOUT

with every fiber of my being.

PHOTOS



POSTS TO PAGE



Today at 4:48pm

DH is on the phone with them yet again as I type.
We got a letter ba...



October 30 at 7:52am



October 30 at 7:50am

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2010

10/30/2014



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\$50 Reward Card. See offer
details.



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what State Farm® Life
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on time. They will hose you if you don't.

tion lawsuits, I suggest that you took them up
pond with the point of contact listed.

to see who's
available.

shared a photo.

ily home when they paid every house note and have

Search



September 7, 2012

claiborne.webs.com

Ocwen Federal Bank Steals family home when they paid every house note and have
proof (Primary Evidence)



May 20, 2012



April 9, 2012

EXHIBIT 11

2014

(1) The Ocwen Lawsuit Source Page



Governors State University

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Ocwen Loan Servicing Ri...

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February 1, 2012

I read the the entire testimony and it is shocking the first 15 pages of the transcript go me going. This company, Ocwen, has made their growth by stealing from the middle class and others. But nothing last forever and money can not buy everything.



January 26, 2012

Ocwen Owner Bill Erbey said the people house he force into foreclosure was probably poor and could not afford lawyer and to get there house back. (stated in Davis v. Ocwen Bank case Testimony page 17 and see 101-1112 at Ronald Dalvs Testimony)

clabome.webs.com

Ocwen Federal Bank Steals family home when they paid every house note and have proof (Primary Evidence)

See More Stories

CAUSE NO. 16-002ALVIN AND NANCY VAUGHT
Plaintiffs

v.

OCWEN LOAN SERVICING, LLC
Defendants

IN THE DISTRICT COURT

216th JUDICIAL DISTRICT

KENDALL COUNTY, TEXAS

**ORDER ON PLAINTIFFS' ORIGINAL PETITION AND APPLICATION FOR
TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING
FOR TEMPORARY AND PERMANENT INJUNCTION**

Plaintiffs, ALVIN AND NANCY VAUGHT, have filed an Application for Temporary Restraining Order and Application for Temporary Injunction on this same date. The application of Plaintiffs for Temporary Restraining Order was presented to the Court. The Court examined the pleadings of Plaintiffs, heard arguments of counsel and reviewed the Court's file and finds that Plaintiffs are entitled to a Temporary Restraining Order. It appears from the facts set forth in Plaintiffs' verified Application for Temporary Restraining Order and Application for Temporary Injunction that unless and against Defendant a Temporary Restraining Order is issued without notice to the Defendant, restraining the Defendant, its investors, insurers, attorneys, agents, servants, servicers, contractors and/or employees from directly or indirectly foreclosing and/or selling, or attempting to foreclose and/or sell, the residential property herein identified in Plaintiffs' pleadings as Loan Number 7130575850 on the first Tuesday of January 2016, Plaintiffs will suffer imminent and irreparable injury.

IT IS THEREFORE ORDERED that the Clerk of this Court issue a Temporary

EXHIBIT 12

Restraining Order restraining Defendant, its investors, insurers, attorneys, officers, agents, servants, employees, representatives, servicers, contractors, assigns, attorneys, and/or any other persons or entities acting on its behalf or in concert or participation with it from doing or taking any affirmative steps to:

- directly or indirectly foreclose and/or sell, or attempt to foreclose and/or sell, the property herein described in Plaintiffs' pleadings as the residential property located at 210 English Oaks Circle, Boerne, Texas 78006, and identified as Loan Number 7130575850, on the first Tuesday of January 2016 until further Order of this Court or expiration of a Temporary Injunction

IT IS FURTHER ORDERED that the Clerk shall issue notice to Defendant, **OCWEN LOAN SERVICING, LLC**, to appear, and Defendant is hereby **ORDERED** to appear in person, before this Court in the Kendall County Courthouse on the 13TH day of JANUARY, 2016, at 9:00 a.m. The purpose of the hearing is to determine whether, while this case is pending:

IN GILLESPIE COUNTY,
SUBJECT TO JURY.

1. The preceding Temporary Restraining Order should be made a Temporary Injunction pending final hearing; and
2. The Temporary Injunction prayed for should be granted.

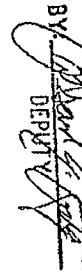
IT IS FURTHER ORDERED that any person eighteen (18) years of age or older who is not a party to or interested in the outcome of this case may serve any citation, notice, or process in this case.

IT IS FURTHER ORDERED that the Clerk of the above-entitled Court shall forthwith issue a Temporary Restraining Order in conformity with the law and the terms

of this Order. on the filing by Plaintiffs of the bond hereinafter required, and on approving the same according to the law, issue a Temporary Restraining Order in conformity with the law and terms of this Order. This Order shall not be effective unless and until Plaintiffs execute and file with the Clerk a bond, in conformity with the law, in the amount of ONE Hundred (\$100).

SIGNED on January 5, 2016, at 10:50 A.m.


JUDGE PRESIDING

SUSAN JACOBSON, DISTRICT CLERK
KENDALL COUNTY, TEXAS
BY 
DEPUTY

16 JAN -5 AM 11:08

FILED

AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF KENDALL §

BEFORE ME, the undersigned authority, on this day personally appeared Reid A. Nelson, who being duly sworn, deposed as follows:

"I, the undersigned, am over 18 years of age, of sound mind, capable of making this Affidavit, and am personally acquainted with the facts stated herein. I have never been convicted of a felony or a crime involving moral turpitude.

"On January 5, 2016, I filed a Request for a Temporary Restraining Order in the District Court of Kendall County, Texas. The purpose of the filing was to enjoin Ocwen Loan Servicing, LLC, through its substitute trustee, Power Default Services, Inc., from foreclosing on a property owned by Alvin and Nancy Vaught located in this county. The sale was scheduled to take place at the Courthouse from 1:00 p.m. to 4:00 p.m. that day.


"The Temporary Restraining Order was signed by the Judge at approximately 10:52 a.m. I immediately sent the signed document to both Ocwen and Power Default electronically.

"After sending the Order, I remained at the Kendall County Courthouse in order to make certain that I did not miss the substitute trustee. I was present at the Kendall County Courthouse that day from approximately 10:30 a.m. through 5:00 p.m. for the purpose of attending the foreclosure sale which was scheduled to take place between 1:00 p.m. and 4:00 p.m. in the area outside the Courthouse where the foreclosure sales always occur. At no time were any properties sold that day. Further, at no time did a representative of Ocwen, its trustee or anyone associated with Wilmington Trust,

EXHIBIT 13

National Association appear for the foreclosure sale. After 4:00 p.m., I also sent an email to the Vaught's customer care representative at Ocwen informing him that no one showed up from Power Default and that no effort or attempt to sell the subject property had occurred."

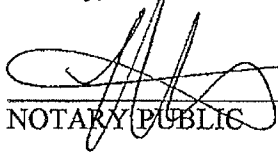
FURTHER, AFFIANT SAYETH NOT.


Reid A. Nelson

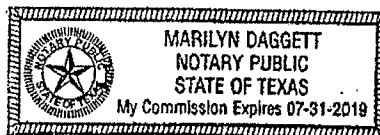
STATE OF TEXAS §
COUNTY OF KENDALL §

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, Reid A. Nelson, who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and in the year therein shown as his own voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 2nd day of January, 2017.


NOTARY PUBLIC

MY COMMISSION EXPIRES:



AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF KENDALL §

BEFORE ME, the undersigned authority, on this day personally appeared Chris Christianson, who being duly sworn, deposed as follows:

"I, the undersigned, am over 18 years of age, of sound mind, capable of making this Affidavit, and am personally acquainted with the facts stated herein. I have never been convicted of a felony or a crime involving moral turpitude.

"I am the principal of Everything Real Estate which is based in Boerne, Kendall County, Texas. I am in the business of buying and selling residential and commercial properties. I regularly attend foreclosure sales at the Kendall County Courthouse.

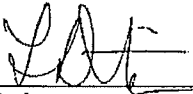
"On January 5, 2016, I was present at the Kendall County Courthouse from approximately 1:00 p.m. through about 3:00 p.m. for the purpose of attending the foreclosure sale which was scheduled to take place between 1:00 p.m. and 4:00 p.m. in the area outside the Courthouse where the foreclosure sales always occur.

"While present for the foreclosure sale on January 5, 2016, I met Reid Nelson. I had never met or spoken with him before that day. Mr. Nelson and I spoke for most of the time that I was present. He informed me that he was at the foreclosure sale in order to prevent the sale of a home owned by his in laws which is located in Boerne, Texas. He informed me that he had procured a Temporary Restraining Order that morning and was waiting for the foreclosure trustee to appear so that he could personally serve it on the representative and ensure that the sale would not go forward. I am aware that the mortgage servicer involved was Ocwen Loan Servicing, LLC.

EXHIBIT 14

"Mr. Nelson informed me that he had been at the Kendall County Courthouse since procuring the Temporary Restraining Order and that he intended to stay until the trustee showed up or until the Courthouse closed for the day at 5:00 p.m. When I left the Courthouse, Mr. Nelson remained in the area where the foreclosure sale was to occur. At no time did a representative of Ocwen, its trustee or anyone associated with Wilmington Trust, National Association appear for the foreclosure sale while I was present."

FURTHER, AFFIANT SAYETH NOT.

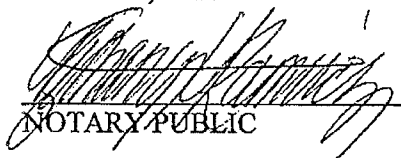


Chris Christianson

STATE OF TEXAS §
COUNTY OF KENDALL §

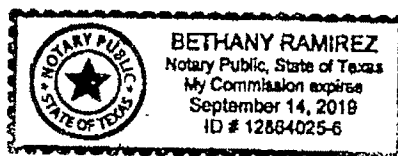
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, Chris Christianson, who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and in the year therein shown as his own voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 22 day of November, 2016.



NOTARY PUBLIC

MY COMMISSION EXPIRES:
09/14/19



Doc # 00306034
Vol 1546 Pg 751

TS No.: 2015-01015-TX

SUBSTITUTE TRUSTEE'S DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Property Address: 210 English Oaks Circle, Boerne, TX 78006

GRANTOR(S): ALVIN C. VAUGHT AND NANCY C. VAUGHT

DEED OF TRUST DATE: 04/11/2008

DATE OF SALE OF PROPERTY: 01/05/2016

ORIGINAL MORTGAGEE: Compass Bank, a Alabama State Bank, as lender, Mortgage Electronic Registration Systems, Inc., as Beneficiary

TIME OF SALE: 01:08 PM

GRANTEE/BUYER: Wilmington Trust, National Association, not in its individual capacity but as Trustee of ARLP Securitization Trust, Series 2014-2

GRANTEE/BUYER'S MAILING ADDRESS:
Altisource Residential Corporation
C/o Altisource Asset Management Corporation
36C Strand Street
Christiansted, VI 00820

AMOUNT OF SALE: \$ 287,859.46

STATE OF Texas) KNOW ALL MEN
) BY THESE PRESENTS:

COUNTY OF Kendall)

WHEREAS, Alvin C. Vaught and Nancy C. Vaught, husband and wife, ("Mortgagor", whether one or more), executed and delivered to Jon Mulkin, Trustee, that certain deed of trust (the "Deed of Trust")

Version 1.1 TX TDUS 0515

Page 1 of 5

EXHIBIT 15

Doc # 00306034
Vol 1546 Pg 752

TS No.: 2015-01015-TX

dated 04/11/2008, recorded 04/15/2008, as Volume No. 00231038, Book 1114, Page 665, in Kendall, Texas, in order to secure the payment of certain promissory note (the "Note") in the original sum of \$275,500.00, executed by Mortgagors and payable to the order of Compass Bank, a Alabama State Bank, as lender, Mortgage Electronic Registration Systems, Inc., as Beneficiary, and WHEREAS, the Deed of Trust conveyed to the said Jon Mulkin, in trust, that certain tract or parcel of land located in Kendall county, Texas, to wit:

BEING LOT 4, BLOCK 1, ENGLISH OAKS, UNIT 1, CITY OF BOERNE, KENDALL COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 3, PAGES 359-360, KENDALL COUNTY PLAT RECORDS.

APN: 45962/1-5202-0010-0040

Commonly known as: 210 English Oaks Circle, Boerne, TX 78006

WHEREAS, written notice of default and intent to accelerate the maturity of the Note having been served on all persons obligated on the Note, and the Trustee named in the Deed of Trust having been removed, the legal holder of the Note appointed Jill Nichols or Chance Oliver, Bret Allen or Stephanie Spurlock, Laterrika Thompkins, Tamika Smith, Chelsea Jackson, Camisha Scott, Keisha Lyons or Melisa Jones, Jill Nichols and Leghan Lamonte, the Substitute Trustees (the "Substitute Trustee"), and requested any one of the Substitute Trustee to sell the Property to satisfy, to the extent of the purchase price of the Property at such foreclosure sale, the outstanding principal of plus accrued by unpaid interest on the Note, plus any and all other sums due and owing under the Note and Deed of Trust, all according to law and in accordance with the provisions of the Deed of Trust; and

WHEREAS, the Property was advertised for sale, and written notices of the proposed sale were posted, filed and served in accordance with the terms of the Deed of Trust and in compliance with the laws of the State of Texas pertaining to sales of real property under a power of sale conferred by a deed of trust or other contract lien, the Property having been advertised for sale by posting a written Notice of Non-Judicial Foreclosure Sale (the "Notice") at the courthouse door of Kendall County, Texas, least twenty-one (21) days preceding the date of the sale (and if the Property is situated in more than one county, a Notice was posted at the courthouse door and filed with the county Clerk of each county in which the Property is situated), pursuant to the terms of Texas Property Code §§51.002 and 51.009, and the Notice was served by certified mail on each debtor who, according to the records of the holder of the Note, is obligated to pay the indebtedness described in the Note, by depositing a written copy of the Notice, enclosed in a postage prepaid wrapper, properly addressed to each such debtor at the last known address of each such debtor as shown by the records of the holder of the Notice, in the United States mail in a post office of official depository under the care and custody of the United States Postal Service at least twenty-one (21) days before the date of the sale; and

WHEREAS, pursuant to the authority granted in the Deed of Trust and in accordance with the terms of the Notice, at 01:00 PM, or within three hours after such time, on Tuesday 01/05/2016, the Substitute

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Trustee did offer the Property for sale at public venue at the county courthouse of Kendall County, Texas, in the area of said courthouse designated by the commissioners court of Kendall County, Texas, for sales of real property under a power of sale conferred by a deed of trust or other contract lien, or, if no such designation had been made by said commissioners court, at the courthouse door of said courthouse; and

WHEREAS, at such sale Wilmington Trust, National Association, not in its individual capacity but as Trustee of ARLP Securitization Trust, Series 2014-2 ("Grantee"), whose mailing address is Altisource Residential Corporation, C/o Altisource Asset Management Corporation, 36C Strand Street, Christiansted, VI 00820, bid for the Property the sum of \$ 287,859.46 which was the highest and best bid offered on the Property, whereupon the Property was struck off and sold for such sum to Grantee in accordance with the terms and provisions of the Deed of Trust and laws of the State of Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Substitute Trustee, appointed in accordance with terms of the Deed of Trust and acting under and by the virtue of the power conferred by the Deed of Trust and in accordance with the laws of the State of Texas, for and in consideration of the sum bid as aforesaid, which amount has been applied on the indebtedness secured by the Deed of Trust in accordance with the terms thereof, has BARGAINED, SOLD AND CONVEYED and by the presents does hereby BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, all of the Property, together with all appurtenances, fixtures, rights, rents, and profits incident or appertaining thereto; and being subject to the restrictions, covenants, conditions, limitation, easements, mineral reservations, unpaid taxes, if any, and other matters, existing of record to the extent that the same are valid, subsisting and affecting the Property, or apparent on the ground and are superior in priority to the Deed of Trust.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, interests, privileges, and appurtenances thereto in any wise belonging unto Grantee, Grantee's successors and/or assigns forever, in fee simple; and the Substitute Trustee, acting in the capacity and manner aforesaid, to the extent of the power vested in the Substitute Trustee under the terms of the deed of Trust, without any liabilities whatsoever on the Substitute Trustee personally, does hereby bind and obligate Mortgagors and Mortgagors' heirs, executors, administrators and successors to WARRANT AND FOREVER DEFEND all and singular the right and title to the Property unto Grantee, Grantee's successors and/or assigns, against every person whomever lawfully claiming or to claim the same or any part thereof.

The warranty of title herein made, if any, is made solely on behalf of Mortgagors and Mortgagor's heirs, executors, administrators and successors; and, EXCEPT FOR THE ABOVE WARRANTY OF TITLE, IF ANY, ON BEHALF OF MORTGAGORS AND MORTGAGORS' HEIRS, EXECUTORS ADMINISTRATORS AND SUCCESSOR, THIS DEED AND CONVEYANCE IS MADE AND ACCEPTED WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE,

Doc # 00306034
Vol 1546 Pg 754

TS No.: 2015-01015-TX

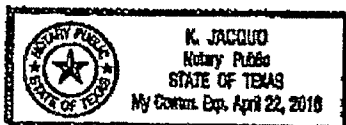
MERCHANTABILITY, CONDITION, HABITABILITY OR FITNESS OF ANY PARTICULAR USE OR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY, AND ALL OTHER WARRANTIES WHATSOEVER, BY THE SUBSTITUTE TRUSTEE, ANY OWNER OR HOLDER OF THE NOTE OR ANY OTHER PERSON OR ENTITY WHATSOEVER.

Jill Nichols or Chancee Oliver, Bret Allen or
Stephanie Spurlock, Laterrika Thompkins, Tanika
Smith, Chelsea Jackson, Camisha Scott, Keisha
Lyons or Melissa Jones, Jill Nichols and Leghan
Lamonte



BY: Jill Nichols, Substitute Trustee

STATE OF Texas)
COUNTY OF Williamson)

On Oct 13, 2016 before me, KEEPI JACQUO, a Notary
Public in and for said county, personally appeared JILL NICHOLS,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.


Notary Public in and for said County and State

Doc # 00306034
Vol 1546 Pg 755

**AFFIDAVIT OF NOTICE TO DEBTORS
AND AFFIDAVIT OF MILITARY STATUS**

THE STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared Affiant below named, who after being by me duly sworn did state as follows:

"The attached Notice of Trustee's Sale was posted at least twenty-one (21) days preceding the date of the sale at the Courthouse door of the County in which the property is located, and if appropriate, at two (2) other public places in such county, as set forth on the attached Notice of Trustee's Sale. A signed Notice of Trustee's Sale was filed in the office of the County Clerk of such county at least twenty-one (21) days preceding the date of the sale. In addition, the holder(s) of the debt caused the attached Notice of Trustee's Sale to be served and said Notice was served by Certified Mail upon all debtors obligated to pay the debt described in said Notice of Trustee's Sale, according to the records of such holder(s), at least twenty-one (21) days preceding the date of sale. The service was completed by depositing said written notice, enclosed in a postpaid wrapper, properly addressed as shown by the records of the holder(s) of the debt, in an official depository under the care and custody of the United States Postal Service."

"The debtor(s) in default under the Deed of Trust/Security Instrument on the property described in the attached Notice of Trustee's Sale were served with written notice by certified mail of their default, and were given at least twenty (20) days to cure the default before the entire debt became due and notice of sale was given; such writing gave notice of intent to accelerate if such default was not cured."

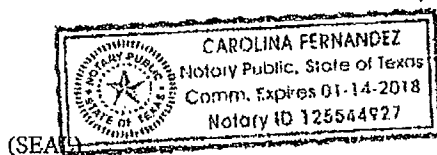
"To the best of my knowledge, the owners of the property on the date of the Trustee's Sale, which date of sale and property are set forth and described in the attached Notice of Trustee's Sale were not in the military service twelve (12) months prior to said Trustee's Sale. At the time of the foreclosure, the borrower(s) were alive or, if deceased, a title company has provided or executed an underwriter approval letter to proceed with the foreclosure, notice of the borrower(s)' death is unknown (after a diligent search of the probate records in the county and through a death index search), the deceased borrower(s) have been deceased for more than four years with no known probate proceeding opened on his and/or her behalf, proper notice has been given to any independent administrator of the deceased borrower(s)' estate, or a court order has been previously entered permitting this foreclosure sale."

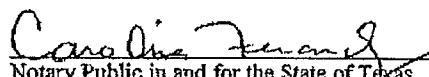

Amanda Kish

THE STATE OF TEXAS

COUNTY OF DENTON

SUBSCRIBED AND SWORN TO BEFORE ME, on October 17, 2016, by Amanda Kish.




Notary Public in and for the State of Texas

Return to: Angel Reyes & Associates, P.C.
5950 Berkshire Lane, Suite 410
Dallas, Texas 75225

Doc # 00306034
Vol 1546 Pg 756

TS No.: 2015-01015-TX

POSTED
Kendall County
DARLENE HERRIN
COUNTY CLERK
On: 12/15/2015 02:00PM
By: Harriet P Seidensicker, Deputy

Notice of [Substitute] Trustee Sale

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

1. Date, Time, and Place of Sale.

Date: 01/05/2016

Time: The sale will begin at 01:00 PM or not later than three hours after that time

Place: The Courthouse steps fronting on East San Antonio Street or any other area designated by the County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place OR AS DESIGNATED BY THE COUNTY COMMISSIONERS

Property Address: 210 English Oaks Circle, Boerne, TX 78006

2. Terms of Sale: Cash

3. Instrument to be Foreclosed: The instrument to be foreclosed is the deed of trust or Contract Lien dated 04/11/2008 and recorded 04/15/2008 in Document 00231038 real property records of Kendall county Texas, with Alvin C. Vaught and Nancy C. Vaught, husband and wife grantor(s) and Compass Bank, a Alabama State Bank, as lender. Mortgage Electronic Registration Systems, Inc., as Beneficiary.

4. Appointment of Substitute Trustee: The undersigned has been appointed Substitute Trustee in the place of said original Trustee, upon the contingency and in the manner authorized by the above referenced Deed of Trust.

5. Obligation Secured: Deed of Trust of Contract Lien executed by Alvin C. Vaught and Nancy C. Vaught, husband and wife securing the payment of the indebtedness in the original principal amount of \$ 275,500.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. Wilmington Trust, National Association, not in its individual capacity but as Trustee of ARLP Securitization Trust, Series 2014-2 is the current mortgagee of the note and the deed of trust or contract lien.

6. Default: A default has occurred in the payment of indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness.

Doc # 00306034
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TS No.: 2015-01015-TX

Notice of [Substitute] Trustee Sale

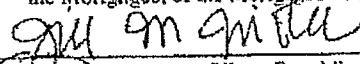
7. **Property to be sold:** The property to be sold is described as follows:

BEING LOT 4, BLOCK 1, ENGLISH OAKS, UNIT 1, CITY OF BOERNE, KENDALL COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 3, PAGE 359-360, KENDALL COUNTY PLAT RECORDS.

8. **Mortgage Servicer Information:** The Mortgage Service is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the property referenced above. Ocwen Loan Servicing, LLC, as Mortgage Servicer, is representing the current mortgagee, whose address is:

C/O Ocwen Loan Servicing, LLC
1661 Worthington Rd., Suite 100
West Palm Beach, FL 33409
Phone: 561-682-8000

9. **Limitation of Damages:** If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's attorney.


Jill Nichols or Chance Oliver, Bret Allen, Jill Nichols and Leghan Lamonte, Substitute Trustee

C/O Power Default Services, Inc.
Northpark Town Center
1000 Abernathy Rd NE, Bldg 400, Suite 200
Atlanta, GA 30328
Telephone: 855-427-2204
Fax: 866-960-8298

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER

POWER DEFAULT SERVICES, INC. MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

Doc # 00306034
Vol 1546 Pg 758

Filed & Recorded in:

**KENDALL COUNTY
DARLENE HERRIN
COUNTY CLERK**

10/17/2016 02:59PM

Document Number : 00306034
Total Fees : \$50.00

Receipt Number - 70665
By Deputy: Harriet P Seidensticker

This Document has been electronically received by this
Office for Recording into the Official Public Records.

We do hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS, COUNTY OF KENDALL
I hereby certify that this instrument was e-filed in File
Number Sequence on the date and at the time stamped
hereon and was duly recorded in the OFFICIAL RECORDS
Records of Kendall County, Texas on

10/17/2016
DARLENE HERRIN, COUNTY CLERK
Kendall County, Texas

By: Harriet P Seidensticker Deputy

TX
Her
Num
here
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10/1
JAB
2016

451st
JUDICIAL DISTRICT

KENDALL COUNTY, TEXAS

Plaintiffs, ALVIN VAUGHT ET UX NANCY VAUGHT, have filed an Application for Temporary Restraining Order on this same date. The application of Plaintiffs for Temporary Restraining Order was presented to the Court. The Court examined the pleadings of Plaintiffs, heard arguments of counsel and reviewed the Court's file and finds that Plaintiffs are entitled to a Temporary Restraining Order. It appears from the facts set forth in Plaintiffs' verified Application for Temporary Restraining Order and Application for Temporary Injunction that unless and against Defendant a Temporary Restraining Order is issued without notice to the Defendants, restraining the Defendants, their investors, insurers, attorneys, agents, servants, servicers, contractors and/or employees from directly or indirectly having an Order of forcible entry and detainer

served on Plaintiffs by any peace officer, process server or other individual or entity that would otherwise be authorized by the State of Texas to serve such an Order or further attempting to foreclose and/or sell the subject property herein identified in Plaintiffs' pleadings as located at 210 English Oaks Circle, Boerne, Kendall County, Texas 78006, Plaintiffs will suffer imminent and irreparable injury.

IT IS THEREFORE ORDERED that the Clerk of this Court issue a Temporary Restraining Order restraining Defendant, its investors, insurers, attorneys, officers, agents, servants, employees, representatives, servicers, contractors, assigns, attorneys, and/or any other persons or entities acting on its behalf or in concert or participation with it from doing or taking any affirmative steps to:

- Directly and/or indirectly having an Order of forcible entry and detainer served on Plaintiffs by any peace officer, process server or other individual or entity that would otherwise be authorized by the State of Texas to serve such an Order or further attempting to foreclose and/or sell, the subject property;
- Directly or indirectly foreclose and/or sell, or attempt to foreclose and/or sell, the property herein described in Plaintiffs' pleadings as the residential property located at 210 English Oaks Circle, Boerne, Texas 78006, and identified as Loan Number 7130575850 until further Order of this Court or expiration of a Temporary Injunction.

IT IS FURTHER ORDERED that the Clerk shall issue notice to Defendants, **OCWEN LOAN SERVICING, LLC, POWER DEFAULT SERVICES, INC. and WILMINGTON TRUST, NATIONAL ASSOCIATION NOT IN ITS INDIVIDUAL**

CAPACITY BUT AS TRUSTEE OF ARLP SECURITIZATION TRUST, SERIES 2014-2 to appear, and Defendants are hereby **ORDERED** to appear in person, before this Court in the Kendall County Courthouse on the 18th day of January, 2017, at 9:00 a.m. The purpose of the hearing is to determine whether, while this case is pending:

1. The preceding Temporary Restraining Order should be made a Temporary Injunction pending final hearing; and
2. The Temporary Injunction prayed for should be granted.

IT IS FURTHER ORDERED that any person eighteen (18) years of age or older who is not a party to or interested in the outcome of this case may serve any citation, notice, or process in this case, save and except for any Order pertaining to the pending forcible entry and detainer action pending in Justice of the Peace Court, Precinct 3 in Kendall County, Texas identified as Cause No. JC-3767.

IT IS FURTHER ORDERED that the Clerk of the above-entitled Court shall forthwith issue a Temporary Restraining Order in conformity with the law and the terms of this Order, on the filing by Plaintiffs of the bond hereinafter required, and on approving the same according to the law, issue a Temporary Restraining Order in conformity with the law and terms of this Order. This Order shall not be effective unless and until Plaintiffs execute and file with the Clerk a bond, in conformity with the law, in the amount of One Hundred (\$ 100⁰⁰).

SIGNED on January 9, 2017, at 11:03 A.m.


JUDGE PRESIDING

FILED

17 JAN -9 AM 11:17

CLERK OF DISTRICT COURT
KENDALL COUNTY, TEXAS

17-010

CAUSE NO. _____

Alvin Vaught
 Nancy Vaught
 Open Loan Serv.
 et al

§ IN THE DISTRICT COURT
 § 451st JUDICIAL DISTRICT
 § KENDALL COUNTY, TEXAS

FILED

17 JAN -9 AM 11:23

CASH BONDKNOW ALL MEN BY THESE PRESENTS, THAT I, Reid A. Vaught

having this day deposited in the registry of the District Clerk, a cash bond in lieu of sureties in the

amount of \$ 100.00 do hereby acknowledge ourselves bound to pay DEBORAH'S OCEAN,POWER DEFAULT & WILMINGTON TRUST the sum of \$100.00Dollars, conditioned that ALVIN AND NANCY VAUGHT will abide by the

decisions which may be made in the above-styled and numbered cause, and that I/we will pay all

sums of money and costs and that may be adjudged against me/us if the Temporary Restraining

Order issued in the aforesaid cause on the 9th day of JANUARY 20 17 enjoiningDEBORAH'S OCEAN, POWER DEFAULT & WILMINGTON TRUST should be dissolved in whole or part.WITNESS our hand this the 9th day of JANUARY 20 17.

Principal

APPROVED this the 9th day of January 20 17.

SUSAN JACKSON

District Clerk, Kendall County, Texas

By Susan Jackson Deputy

CAUSE NO. 17-010ALVIN VAUGHT ET UX NANCY
VAUGHT
Plaintiffs

v.

OCWEN LOAN SERVICING, LLC,
POWER DEFAULT SERVICES,
INC., and
WILMINGTON TRUST,
NATIONAL ASSOCIATION NOT
IN ITS INDIVIDUAL CAPACITY
BUT AS TRUSTEE OF
ARLP SECURITIZATION
TRUST, SERIES 2014-2
Defendants

IN THE DISTRICT COURT

451st JUDICIAL DISTRICT

KENDALL COUNTY, TEXAS

17 JAN 30 PM 1:16

FILED

BY: *[Signature]*
CLERK

**ORDER ON PLAINTIFFS' ORIGINAL PETITION REQUEST FOR
TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING
FOR TEMPORARY AND PERMANENT INJUNCTION**

Plaintiffs, ALVIN VAUGHT ET UX NANCY VAUGHT, have filed an Application for Temporary Restraining Order on this same date. The application of Plaintiffs for Temporary Restraining Order was presented to the Court. The Court examined the pleadings of Plaintiffs, heard arguments of counsel and reviewed the Court's file and finds that Plaintiffs are entitled to a Temporary Restraining Order. It appears from the facts set forth in Plaintiffs' verified Application for Temporary Restraining Order and Application for Temporary Injunction that unless and against Defendant a Temporary Restraining Order is issued without notice to the Defendants, restraining the Defendants, their investors, insurers, attorneys, agents, servants, servicers, contractors and/or employees from directly or indirectly having an Order of forcible entry and detainer

served on Plaintiffs by any peace officer, process server or other individual or entity that would otherwise be authorized by the State of Texas to serve such an Order or further attempting to foreclose and/or sell the subject property herein identified in Plaintiffs' pleadings as located at 210 English Oaks Circle, Boerne, Kendall County, Texas 78006, Plaintiffs will suffer imminent and irreparable injury.

IT IS THEREFORE ORDERED that the Clerk of this Court issue a Temporary Restraining Order restraining Defendant, its investors, insurers, attorneys, officers, agents, servants, employees, representatives, servicers, contractors, assigns, attorneys, and/or any other persons or entities acting on its behalf or in concert or participation with it from doing or taking any affirmative steps to:

- Directly and/or indirectly having an Order of forcible entry and detainer served on Plaintiffs by any peace officer, process server or other individual or entity that would otherwise be authorized by the State of Texas to serve such an Order or further attempting to foreclose and/or sell, the subject property;
- Directly or indirectly foreclose and/or sell, or attempt to foreclose and/or sell, the property herein described in Plaintiffs' pleadings as the residential property located at 210 English Oaks Circle, Boerne, Texas 78006, and identified as Loan Number 7130575850 until further Order of this Court or expiration of a Temporary Injunction.

IT IS FURTHER ORDERED that the Clerk shall issue notice to Defendants, **OCWEN LOAN SERVICING, LLC, POWER DEFAULT SERVICES, INC. and WILMINGTON TRUST, NATIONAL ASSOCIATION NOT IN ITS INDIVIDUAL**

CAPACITY BUT AS TRUSTEE OF ARLP SECURITIZATION TRUST, SERIES 2014-2 to appear, and Defendants are hereby **ORDERED** to appear in person, before this Court in the Kendall County Courthouse on the 13th day of February, 2017, at 9:00 a.m. The purpose of the hearing is to determine whether, while this case is pending:

1. The preceding Temporary Restraining Order should be made a Temporary Injunction pending final hearing; and
2. The Temporary Injunction prayed for should be granted.

IT IS FURTHER ORDERED that any person eighteen (18) years of age or older who is not a party to or interested in the outcome of this case may serve any citation, notice, or process in this case, save and except for any Order pertaining to the pending forcible entry and detainer action pending in Justice of the Peace Court, Precinct 3 in Kendall County, Texas identified as Cause No. JC-3767.

IT IS FURTHER ORDERED that the Clerk of the above-entitled Court shall forthwith issue a Temporary Restraining Order in conformity with the law and the terms of this Order, on the filing by Plaintiffs of the bond hereinafter required, and on approving the same according to the law, issue a Temporary Restraining Order in conformity with the law and terms of this Order. This Order shall not be effective unless and until Plaintiffs execute and file with the Clerk a bond, in conformity with the law, in the amount of one hundred Dollars (\$ 100⁰⁰).

SIGNED on January 30, 2017, at 1:05 p.m.


JUDGE PRESIDING

RETURN

ORDER EXTENDING TEMPORARY RESTRAINING ORDER W/NOTICE OF HEARING

CLERK OF THE COURT

Susan Jackson, District Clerk
201 E. San Antonio, Suite 201
Boerne, Texas 78006

ATTORNEY FOR PETITIONER

REID A. NELSON
ATTORNEY AT LAW
210 ENGLISH OAKS CIRCLE
BOERNE TEXAS 78006

THE STATE OF TEXAS

TO POWER DEFAULT SERVICES, INC. BY AND THROUGH ITS REGISTERED AGENT, CT CORPORATION SYSTEM, 1000 ABERNATHY RD., SUITE 200 ATLANTA, GA 30328

Respondent, Greeting:

WHEREAS, Plaintiffs, Alvin Vaught et ux Nancy Vaught filed a request for a **TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION** in the Honorable 541st Judicial District of Kendall County, Texas, on the 30th day of January A.D., 2017, in a suit numbered 17-010 on the docket of said Court, styled,

Alvin Vaught et ux Nancy Vaught

v.

Ocwen Loan Servicing, LLC, et al

.....alleging

all of which is more fully shown by a true and correct copy of **PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR TEMPORARY RESTRAINING ORDER** which is attached to the citation being served hereto; and upon presentation of said petition to him and consideration thereof, the Honorable Bill Palmer, made the following order thereon:

You are therefore commanded to desist and refrain from ...

SEE ATTACHED COPY OF ORDER ON PLAINTIFF'S ORIGINAL PETITION REQUEST FOR TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING FOR TEMPORARY AND PERMANENT INJUNCTION WITH NOTICE OF HEARING.

Until and pending the hearing of such petition upon Plaintiffs' application for a temporary injunction before the judge of said court at 9:00 a.m. on the 13th day of February, 2017, in the 451st District courtroom in the Courthouse of Kendall County located at 201 E. San Antonio St., City of Boerne, Texas, when and where you will appear to show cause why injunction should not be granted upon such petition effective until final decree in such suit.

Issued and given under my hand and seal of said Court, at office in Boerne, Kendall County, Texas, this 31st day of January, 2017.



Susan Jackson, District Clerk
Kendall County, Texas

By  Deputy
Nancy Schuchardt

NOTICE OF HEARING:
FEBRUARY 13, 2017 @ 9A.M.
451st District Courtroom
Courthouse of Kendall County

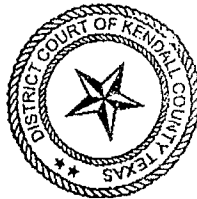
RETURN OF CITATION BY CERTIFIED MAIL

Cause No. 17-010 – 451st Judicial District Court of Kendall County, Texas

Style of Case:

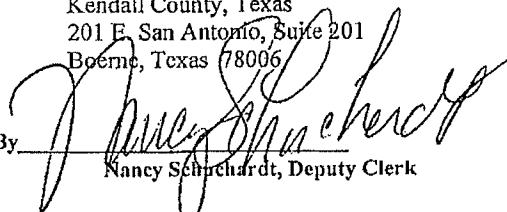
Alvin Vaught et ux Nancy Vaught
v.
Ocwen Loan Servicing, LLC, et al

I hereby certify that on January 31, 2017, at 4:30 p.m., I placed in the custody of the U.S. Mail addressed to **POWER DEFAULT SERVICES, INC. BY AND THROUGH ITS REGISTERED AGENT, CT CORPORATION SYSTEM, 1000 ABERNATHY RD., SUITE 200 ATLANTA, GA 30328** by certified mail, restricted delivery, return receipt requested a true copy of this citation with a copy of **PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR TEMPORARY RESTRAINING ORDER** and **ORDER ON PLAINTIFF'S ORIGINAL PETITION REQUEST FOR TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING FOR TEMPORARY AND PERMANENT INJUNCTION WITH NOTICE OF HEARING** attached thereto.



Susan Jackson, District Clerk
Kendall County, Texas
201 E. San Antonio, Suite 201
Boerne, Texas 78006

By


Nancy Schuchardt, Deputy Clerk

CERTIFIED MAIL NO. 70141820000199792422

Signed for on: _____

By: _____

Attach tracking history or signature receipt

USPS Mobile

USPS Tracking®

On Time
Updated Delivery Day: Thursday, February 2, 2017

Product & Tracking Information

Postal Product:
Priority Mail™

Features:
 Certified Mail Restricted Delivery Return Receipt
 Up to \$50 insurance included
 Restrictions Apply

See tracking for related item: 9590940217596074383296

DATE & TIME	STATUS OF ITEM	LOCATION
February 2, 2017 2:30 pm	Delivered, Front Desk/Reception	ATLANTA, GA 30328

Your item was delivered to the front desk or reception area at 2:30 pm on February 2, 2017 in ATLANTA, GA 30328.

February 2, 2017 , 10:10 am	Out for Delivery	ATLANTA, GA 30328
February 2, 2017 , 10:00 am	Sorting Complete	ATLANTA, GA 30328
February 2, 2017 , 9:57 am	Arrived at Unit	ATLANTA, GA 30350
February 2, 2017 , 6:11 am	Arrived at USPS Facility	ATLANTA, GA 30304
February 2, 2017 , 5:16 am	Departed USPS Facility	ATLANTA, GA 30320
February 2, 2017 , 2:30 am	Arrived at USPS Destination Facility	ATLANTA, GA 30320
January 31, 2017 , 10:00 pm	Departed USPS Facility	SAN ANTONIO, TX 78284
January 31, 2017 , 8:53 pm	Arrived at USPS Origin Facility	SAN ANTONIO, TX 78284
January 31, 2017 , 5:58 pm	Departed Post Office	BOERNE, TX 78006
January 31, 2017 , 4:25 pm	Acceptance	BOERNE, TX 78006

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Power Default Services and
40 Registered Agent
CT Corp SYSTEM
1000 Abernathy Rd. # 200
ATLANTA GA 30328



9590 9402 1759 6074 3832 96

2. Article Number (Transfer from service label)

7014 1820 0001 9979 2420

PS Form 3811, July 2015 PSN 75

COMPLETE THIS SECTION ON DELIVERY

A. Signature

1

B. Received by (Printed Name)

宋

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

**RESTRICTED
DELIVERY**

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail Restr. Delivery |
| <input checked="" type="checkbox"/> Certified Mail® | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input checked="" type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

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ATLANTA GE 30328

OFFICIAL USE

Postage	\$	42.75
Certified Fee		\$0.00
Receipt Fee (Required)		\$8.30
		\$0.00
		\$0.00

Total Postage & Fees \$
\$20.80

01/31/2017

Sent To Power Default Services Inc.
Street & Apt. No. colleg. Agent CTCorp System
or PO Box No.
City, State, ZIPs-4 ATLANTA Georgia

PS Form 3800, July 2014

See Reverse for Instructions

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

Sign up for My USPS >



ORDER EXTENDING TEMPORARY RESTRAINING ORDER W/NOTICE OF HEARING

RETURN

CLERK OF THE COURT

Susan Jackson, District Clerk
201 E. San Antonio, Suite 201
Boerne, Texas 78006

ATTORNEY FOR PETITIONER

REID A. NELSON
ATTORNEY AT LAW
210 ENGLISH OAKS CIRCLE
BOERNE TEXAS 78006

THE STATE OF TEXAS

TO **OCWEN LOAN SERVICING, LLC**
SERVED BY AND THROUGH ITS
REGISTERED AGENT:
CORPORATION SERVICE COMPANY D/B/A
LAWYERS INCORPORATING SERVICE COMPANY
211 E. 7TH ST., SUITE 620, AUSTIN, TEXAS 78701

Respondent, Greeting:

WHEREAS, Plaintiffs, Alvin Vaught et ux Nancy Vaught filed a request for a **TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION** in the Honorable 541st Judicial District of Kendall County, Texas, on the 30th day of January A.D., 2017, in a suit numbered 17-010 on the docket of said Court, styled,

Alvin Vaught et ux Nancy Vaught
v.
Ocwen Loan Servicing, LLC, et al

.....alleging

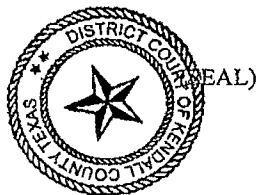
all of which is more fully shown by a true and correct copy of **PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR TEMPORARY RESTRAINING ORDER** which is attached to the citation being served hereto; and upon presentation of said petition to him and consideration thereof, the Honorable Bill Palmer, made the following order thereon:

You are therefore commanded to desist and refrain from . . .

SEE ATTACHED COPY OF ORDER ON PLAINTIFF'S ORIGINAL PETITION REQUEST FOR TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING FOR TEMPORARY AND PERMANENT INJUNCTION WITH NOTICE OF HEARING.

Until and pending the hearing of such petition upon Plaintiffs' application for a temporary injunction before the judge of said court at 9:00 a.m. on the 13th day of February, 2017, in the 451ST District courtroom in the Courthouse of Kendall County located at 201 E. San Antonio St., City of Boerne, Texas, when and where you will appear to show cause why injunction should not be granted upon such petition effective until final decree in such suit.

Issued and given under my hand and seal of said Court, at office in Boerne, Kendall County, Texas, this 31ST day of January, 2017.



Susan Jackson, District Clerk
Kendall County, Texas

By Nancy Schuchardt Deputy
Nancy Schuchardt

NOTICE OF HEARING:
FEBRUARY 13, 2017 @ 9A.M.
451ST District Courtroom
Courthouse of Kendall County

RETURN OF CITATION BY CERTIFIED MAIL

Cause No. 17-010 – 451st Judicial District Court of Kendall County, Texas

Style of Case:

Alvin Vaught et ux Nancy Vaught

v.

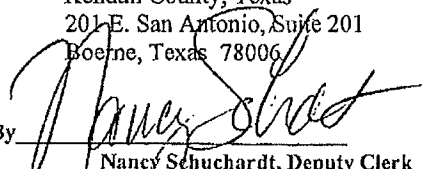
Ocwen Loan Servicing, LLC, et al

I hereby certify that on January 31, 2017, at 4:30 p.m., I placed in the custody of the U.S. Mail addressed to OCWEN LOAN SERVICING, LLC, SERVED BY AND THROUGH ITS REGISTERED AGENT CORPORATION SERVICE COMPANY D/B/A LAWYERS INCORPORATING SERVICE COMPANY 211 E. 7TH ST., SUITE 620, AUSTIN, TEXAS 78701 by certified mail, restricted delivery, return receipt requested a true copy of this citation with a copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR TEMPORARY RESTRAINING ORDER and ORDER ON PLAINTIFF'S ORIGINAL PETITION REQUEST FOR TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING FOR TEMPORARY AND PERMANENT INJUNCTION WITH NOTICE OF HEARING attached thereto.



Susan Jackson, District Clerk
Kendall County, Texas
201 E. San Antonio, Suite 201
Boerne, Texas 78006

By


Nancy Schuchardt, Deputy Clerk

CERTIFIED MAIL NO. 70141820000199792361

Signed for on:

By:

See attached

Attach tracking history or signature receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: Owen Loan Serv. LLC 10 Registered Agent Corporation Serv. Co. d/b/a CSC Lawyers Inc. Service Co. 211 E 7th St. #620, Austin TX 78701</p> <p>9590 9402 1759 6074 3833 19</p> <p>2. Article Number (PSN) 7014 1620 0001 9979 2361</p> <p>PS Form 3811, July 2015 PSN 7530-02</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Print Name) Feb 07 2017</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below.</p> <p>RESTRICTED DELIVERY</p> <p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only</p> <p>For delivery information, visit our website at www.usps.com®.</p> <p>AUS OFFICIAL USE</p>		<p>Postage \$ \$1.75</p> <p>Certified Fee \$ \$0.00</p> <p>Return Receipt Fee (Endorsement Required) \$ \$8.30</p> <p>Restricted Delivery Fee (Endorsement Required) \$ \$0.00</p> <p>Total Postage & Fees \$ \$10.05</p> <p>Postmark Here 01/31/2017</p>	
<p>Sent To Owen Loan Serv. LLC, 10 Registered Agent Street & Apt. No. or PO Box No. Corporation Serv. Co. d/b/a CSC City, State, ZIP+4® Austin TX</p>		<p>See Reverse for Instructions</p>	

RETURN

ORDER EXTENDING TEMPORARY RESTRAINING ORDER W/NOTICE OF HEARING

CLERK OF THE COURT

Susan Jackson, District Clerk
201 E. San Antonio, Suite 201
Boerne, Texas 78006

ATTORNEY FOR PETITIONER

REID A. NELSON
ATTORNEY AT LAW
210 ENGLISH OAKS CIRCLE
BOERNE TEXAS 78006

THE STATE OF TEXAS

TO **POWER DEFAULT SERVICES, INC. BY AND THROUGH ITS REGISTERED AGENT, CT CORPORATION SYSTEM, 1000 ABERNATHY RD., SUITE 200 ATLANTA, GA 30328**

Respondent, Greeting:

WHEREAS, Plaintiffs, Alvin Vaught et ux Nancy Vaught filed a request for a **TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION** in the Honorable 541st Judicial District of Kendall County, Texas, on the 30th day of January A.D., 2017, in a suit numbered 17-010 on the docket of said Court, styled,

Alvin Vaught et ux Nancy Vaught

v.

Ocwen Loan Servicing, LLC, et al

.....alleging

all of which is more fully shown by a true and correct copy of **PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR TEMPORARY RESTRAINING ORDER** which is attached to the citation being served hereto; and upon presentation of said petition to him and consideration thereof, the Honorable Bill Palmer, made the following order thereon:

You are therefore commanded to desist and refrain from ...

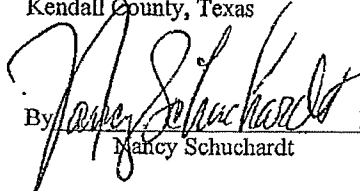
SEE ATTACHED COPY OF ORDER ON PLAINTIFF'S ORIGINAL PETITION REQUEST FOR TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING FOR TEMPORARY AND PERMANENT INJUNCTION WITH NOTICE OF HEARING.

Until and pending the hearing of such petition upon Plaintiffs' application for a temporary injunction before the judge of said court at 9:00 a.m. on the 13th day of February, 2017, in the 451st District courtroom in the Courthouse of Kendall County located at 201 E. San Antonio St., City of Boerne, Texas, when and where you will appear to show cause why injunction should not be granted upon such petition effective until final decree in such suit.

Issued and given under my hand and seal of said Court, at office in Boerne, Kendall County, Texas, this 31st day of January, 2017.



Susan Jackson, District Clerk
Kendall County, Texas

By  Deputy
Nancy Schuchardt

NOTICE OF HEARING:
FEBRUARY 13, 2017 @ 9A.M.
451st District Courtroom
Courthouse of Kendall County

RETURN OF CITATION BY CERTIFIED MAIL

Cause No. 17-010 – 451st Judicial District Court of Kendall County, Texas

Style of Case:

Alvin Vaught et ux Nancy Vaught

v.

Ocwen Loan Servicing, LLC, et al

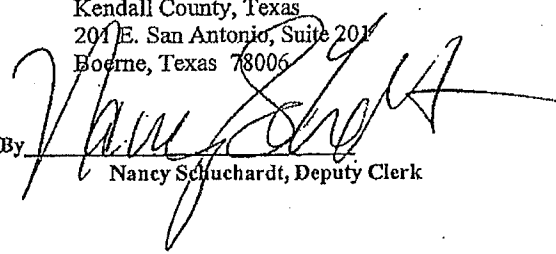
I hereby certify that on January 31, 2017, at 4:30 p.m., I placed in the custody of the U.S. Mail addressed to POWER DEFAULT SERVICES, INC. BY AND THROUGH ITS REGISTERED AGENT, CT CORPORATION SYSTEM, 1000 ABERNATHY RD., SUITE 200 ATLANTA, GA 30328 by certified mail, restricted delivery, return receipt requested a true copy of this citation with a copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR TEMPORARY RESTRAINING ORDER and ORDER ON PLAINTIFF'S ORIGINAL PETITION REQUEST FOR TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING FOR TEMPORARY AND PERMANENT INJUNCTION WITH NOTICE OF HEARING attached thereto.



Susan Jackson, District Clerk
Kendall County, Texas

201 E. San Antonio, Suite 201
Boerne, Texas 78006

By


Nancy Schuchardt, Deputy Clerk

CERTIFIED MAIL NO. 70141820000199792422

Signed for on: _____

By: _____

Attach tracking history or signature receipt

DEFENDANT'S COPY

ORDER EXTENDING TEMPORARY RESTRAINING ORDER W/NOTICE OF HEARING

RETURN

CLERK OF THE COURT

Susan Jackson, District Clerk
201 E. San Antonio, Suite 201
Boerne, Texas 78006

ATTORNEY FOR PETITIONER

REID A. NELSON
ATTORNEY AT LAW
210 ENGLISH OAKS CIRCLE
BOERNE TEXAS 78006

THE STATE OF TEXAS

TO OCWEN LOAN SERVICING, LLC
SERVED BY AND THROUGH ITS
REGISTERED AGENT:
CORPORATION SERVICE COMPANY D/B/A
LAWYERS INCORPORATING SERVICE COMPANY
211 E. 7TH ST., SUITE 620, AUSTIN, TEXAS 78701

Respondent, Greeting:

WHEREAS, Plaintiffs, Alvin Vaught et ux Nancy Vaught filed a request for a TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION in the Honorable 541ST Judicial District of Kendall County, Texas, on the 30th day of January A.D., 2017, in a suit numbered 17-010 on the docket of said Court, styled,

Alvin Vaught et ux Nancy Vaught
v.
Ocwen Loan Servicing, LLC, et al.

.....alleging

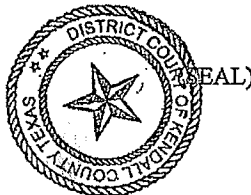
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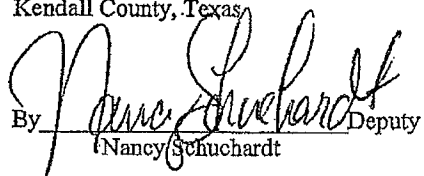
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Issued and given under my hand and seal of said Court, at office in Boerne, Kendall County, Texas, this 31ST day of January, 2017.



Susan Jackson, District Clerk
Kendall County, Texas

By  Deputy
Nancy Schuchardt

NOTICE OF HEARING:
FEBRUARY 13, 2017 @ 9A.M.
451ST District Courtroom
Courthouse of Kendall County

RETURN OF CITATION BY CERTIFIED MAIL

Cause No. 17-010 -- 451st Judicial District Court of Kendall County, Texas

Style of Case:

Alvin Vaught et ux Nancy Vaught

v.

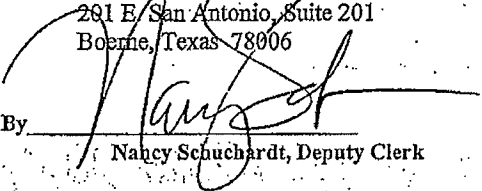
Ocwen Loan Servicing, LLC, et al

I hereby certify that on January 31, 2017, at 4:30 p.m., I placed in the custody of the U.S. Mail addressed to OCWEN LOAN SERVICING, LLC, SERVED BY AND THROUGH ITS REGISTERED AGENT CORPORATION SERVICE COMPANY D/B/A LAWYERS INCORPORATING SERVICE COMPANY 211 E. 7TH ST., SUITE 620, AUSTIN, TEXAS 78701 by certified mail, restricted delivery, return receipt requested a true copy of this citation with a copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR TEMPORARY RESTRAINING ORDER and ORDER ON PLAINTIFF'S ORIGINAL PETITION REQUEST FOR TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING FOR TEMPORARY AND PERMANENT INJUNCTION WITH NOTICE OF HEARING attached thereto.



Susan Jackson, District Clerk
Kendall County, Texas
291 E. San Antonio, Suite 201
Boerne, Texas 78006

By


Nancy Schuchardt, Deputy Clerk

CERTIFIED MAIL NO. 70141820000199792361

Signed for on: _____

By: _____

Attach tracking history or signature receipt

17-010



ATTORNEYS AT LAW

Matt D. Manning
 (713) 335-2119 Telephone
 (713) 520-1025 Facsimile
 mmanning@mcglinchey.com

CALIFORNIA FLORIDA LOUISIANA MISSISSIPPI NEW YORK OHIO TEXAS

February 9, 2017

Via Email: bill@clantonlawoffice.com

William M. Clanton
 Law Office of Bill Clanton PC
 926 Chulie Dr.
 San Antonio, Texas 78216
 Phone 210 226.0800

RE: Cause No. 17-010; *Alvin Vaught ET UX Nancy Vaught v. Ocwen Loan Servicing, LLC, et al;* in the 451st Judicial District Court of Kendall County, Texas.

Mr. Clanton,

Thank you for speaking with me about the above referenced matter today. As I indicated during our call I represent Wilmington Trust, National Association Not In Its Individual Capacity but as Trustee of ARLP Securitization Trust, Series 2014-2 ("Wilmington Trust"). Wilmington Trust is the only Defendant I represent in this matter.

My client has agreed to forgo any efforts to directly and/or indirectly have an Order of forcible entry and detainer served on Plaintiffs Alvin Vaught ET UX Nancy Vaught ("Plaintiffs") by any peace officer, process server or other individual or entity that would otherwise be authorized by the State of Texas to serve such an Order; or attempt to foreclose and/or sell, the subject property; or directly or indirectly foreclose and/or sell, the residential property described as the 210 English Oaks Circle, Boerne, Texas 78006, and identified as Loan Number 7130575850 (the "Property") for sixty (60) days from the date of this Rule 11 Agreement.

In consideration of Wilmington Trust's agreement to refrain from any attempt to evict, foreclose, or transfer the Property for sixty (60) days from the date of this agreement, you, on behalf of your clients the Plaintiffs, agree that the temporary injunction hearing set before the 451st Judicial District Court of Kendall County, Texas at 9:00 a.m. on Monday, February 13, 2017 is passed. You also agree that you will contact the 451st District Court as necessary to inform the Court that the parties have agreed to pass that hearing.

This agreement shall not prevent Wilmington Trust from exercising its rights to the Property following the expiration of sixty (60) days from the date of this agreement, nor shall it prevent Plaintiffs from attempting to obtain a new temporary restraining order or temporary injunction following the expiration of sixty (60) days from the date of this agreement. The parties may enter into additional extensions as they are able to agree upon in the future. If this Rule 11 Agreement accurately reflects your understanding of the agreement between the parties, please sign below where indicated and return a copy of the agreement to me. I will then arrange for

541096.1 016063.0066

February 9, 2017

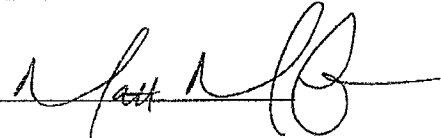
Rule 11 - Wilmington/Vaught

Page 2 of 2

filing of the agreement with the Court. Please do not hesitate to contact me with any questions or concerns. Thank you,

Sincerely,

McGlinchey Stafford, PLLC

By: /s/ Matt D. Manning 

Matt D. Manning

*Attorney for Defendant Wilmington Trust,
National Association Not In Its Individual
Capacity but as Trustee of ARLP Securitization
Trust, Series 2014-2*

AGREED AND ACCEPTED this 10 day of February, 2017:

By: 

William M. Clanton

State Bar No. 24049436

Attorney for Plaintiffs Alvin Vaught ET UX Nancy Vaught

RETURN

ORDER EXTENDING TEMPORARY RESTRAINING ORDER W/NOTICE OF HEARING

CLERK OF THE COURT

Susan Jackson, District Clerk
201 E. San Antonio, Suite 201
Boerne, Texas 78006

ATTORNEY FOR PETITIONER

REID A. NELSON
ATTORNEY AT LAW
210 ENGLISH OAKS CIRCLE
BOERNE TEXAS 78006

THE STATE OF TEXAS

TO WILLMINGTON TRUST, NATIONAL ASSOCIATION NOT IN ITS CAPACITY BUT AS TRUSTEE
OF ARLP SECURITIZATION TRUST, SERIES 2014-2 BY AND THROUGH ITS REGISTERED AGENT,
WILMINGTON TRUST NATIONAL ASSOCIATION, RODNEY SQUARE N. 1100 N. MARKET ST.,
WILMINGTON DE 19890

Respondent, Greeting:

WHEREAS, Plaintiffs, Alvin Vaught et ux Nancy Vaught filed a request for a **TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION** in the Honorable 541st Judicial District of Kendall County, Texas, on the 30th day of January A.D., 2017, in a suit numbered 17-010 on the docket of said Court, styled,

Alvin Vaught et ux Nancy Vaught

v.

Ocwen Loan Servicing, LLC, et al

.....alleging

all of which is more fully shown by a true and correct copy of **PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR TEMPORARY RESTRAINING ORDER** which is attached to the citation being served hereto; and upon presentation of said petition to him and consideration thereof, the Honorable Bill Palmer, made the following order thereon:

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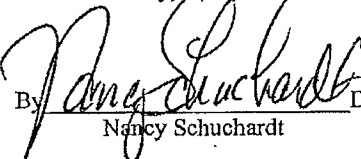
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Issued and given under my hand and seal of said Court, at office in Boerne, Kendall County, Texas, this 31ST day of January, 2017.



Susan Jackson, District Clerk
Kendall County, Texas

By  Deputy
Nancy Schuchardt

NOTICE OF HEARING:
FEBRUARY 13, 2017 @ 9A.M.
451ST District Courtroom
Courthouse of Kendall County

RETURN OF CITATION BY CERTIFIED MAILCause No. 17-010 – 451st Judicial District Court of Kendall County, Texas

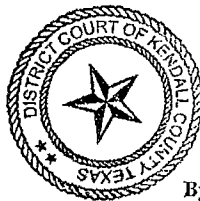
Style of Case:

Alvin Vaught et ux Nancy Vaught

v.

Ocwen Loan Servicing, LLC, et al

I hereby certify that on January 31, 2017, at 4:30 p.m., I placed in the custody of the U.S. Mail addressed to WILLMINGTON TRUST, NATIONAL ASSOCIATION NOT IN ITS CAPACITY BUT AS TRUSTEE OF ARLP SECURITIZATION TRUST, SERIES 2014-2 BY AND THROUGH ITS REGISTERED AGENT, WILMINGTON TRUST NATIONAL ASSOCIATION, RODNEY SQUARE N. 1100 N. MARKET ST. , WILMINGTON DE 19890 by certified mail, restricted delivery, return receipt requested a true copy of this citation with a copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR TEMPORARY RESTRAINING ORDER and ORDER ON PLAINTIFF'S ORIGINAL PETITION REQUEST FOR TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING FOR TEMPORARY AND PERMANENT INJUNCTION WITH NOTICE OF HEARING attached thereto.



Susan Jackson, District Clerk
Kendall County, Texas
201 E. San Antonio, Suite 201
Boerne, Texas 78006

By

Nancy Schuchardt, Deputy Clerk

CERTIFIED MAIL NO. 70141820000199792378

Signed for on: _____

By: _____

Attach tracking history or signature receipt

7014 1820 0001 9979 2378

U.S. Postal Service™	
CERTIFIED MAIL® RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
WILMINGTON DE 19890	
OFFICIAL USE	
Postage	\$ 2.75
Certified Fee	\$0.00
Return Receipt Fee (Endorsement Required)	\$8.30
Restricted Delivery Fee (Endorsement Required)	\$0.00
\$11.70	
Total Postage & Fees	\$22.75
	0006 03
	Postmark Here
	01/31/2017
Sent To: Wilmington Trust % Registered Agent	
Street & Apt. No.: Wilmington Trust Nat'l Assoc.	
City, State, ZIP+4: Wilmington DE 19890	
PS Form 3800, July 2014 See Reverse for Instructions	

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Page 1 of 2

English

Customer Service

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Tracking Number: 70141820000199792378

Updated Delivery Day: Friday, February 3, 2017

Product & Tracking Information

Postal Product:
Priority Mail™

Features:
Certified Mail Restricted Delivery Return Receipt

See tracking for related item: 8590940217696074383302

Available Actions

Text Updates

Email Updates

DATE & TIME	STATUS OF ITEM	LOCATION
February 3, 2017, 8:14 am	Sorting Complete	WILMINGTON, DE 19890
All sorting has been completed at the delivery unit for today's deliveries at 8:14 am on February 3, 2017 in WILMINGTON, DE 19890.		
February 3, 2017, 5:38 am	Available for Pickup	WILMINGTON, DE 19801
February 2, 2017, 11:10 am	Arrived at Unit	WILMINGTON, DE 19801
February 2, 2017, 2:52 am	Arrived at USPS Facility	WILMINGTON, DE 19801
February 2, 2017, 2:30 am	Departed USPS Facility	WILMINGTON, DE 19850
February 1, 2017, 11:52 pm	Arrived at USPS Destination Facility	WILMINGTON, DE 19850
January 31, 2017, 10:00 pm	Departed USPS Facility	SAN ANTONIO, TX 78284
January 31, 2017, 8:49 pm	Arrived at USPS Origin Facility	SAN ANTONIO, TX 78284
January 31, 2017, 5:56 pm	Departed Post Office	BOERNE, TX 78006
January 31, 2017, 4:25 pm	Acceptance	BOERNE, TX 78006

*Not returned
envelope or green card
as of
2/14/17*

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

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DEFENDANT'S COPY

RETURN

ORDER EXTENDING TEMPORARY RESTRAINING ORDER W/NOTICE OF HEARING

CLERK OF THE COURT

Susan Jackson, District Clerk
201 E. San Antonio, Suite 201
Boerne, Texas 78006

ATTORNEY FOR PETITIONER

REID A. NELSON
ATTORNEY AT LAW
210 ENGLISH OAKS CIRCLE
BOERNE TEXAS 78006

THE STATE OF TEXAS

TO WILLMINGTON TRUST, NATIONAL ASSOCIATION NOT IN ITS CAPACITY BUT AS TRUSTEE OF ARLP SECURITIZATION TRUST, SERIES 2014-2 BY AND THROUGH ITS REGISTERED AGENT, WILMINGTON TRUST NATIONAL ASSOCIATION, RODNEY SQUARE N. 1100 N. MARKET ST., WILMINGTON DE 19890

Respondent, Greeting:

WHEREAS, Plaintiffs, Alvin Vaught et ux Nancy Vaught filed a request for a TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION in the Honorable 541st Judicial District of Kendall County, Texas, on the 30th day of January A.D., 2017, in a suit numbered 17-010 on the docket of said Court, styled,

Alvin Vaught et ux Nancy Vaught

v.

Ocwen Loan Servicing, LLC, et al

.....alleging

all of which is more fully shown by a true and correct copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR TEMPORARY RESTRAINING ORDER, which is attached to the citation being served hereto; and upon presentation of said petition to him and consideration thereof, the Honorable Bill Palmer, made the following order thereon:

You are therefore commanded to desist and refrain from ...

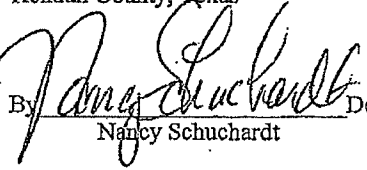
SEE ATTACHED COPY OF ORDER ON PLAINTIFF'S ORIGINAL PETITION REQUEST FOR TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING FOR TEMPORARY AND PERMANENT INJUNCTION WITH NOTICE OF HEARING.

Until and pending the hearing of such petition upon Plaintiffs' application for a temporary injunction before the judge of said court at 9:00 a.m. on the 13th day of February, 2017, in the 451st District courtroom in the Courthouse of Kendall County located at 201 E. San Antonio St., City of Boerne, Texas, when and where you will appear to show cause why injunction should not be granted upon such petition effective until final decree in such suit.

Issued and given under my hand and seal of said Court, at office in Boerne, Kendall County, Texas, this 31st day of January, 2017.



Susan Jackson, District Clerk
Kendall County, Texas

By  Deputy
Nancy Schuchardt

NOTICE OF HEARING:
FEBRUARY 13, 2017 @ 9A.M.
451st District Courtroom
Courthouse of Kendall County

RETURN OF CITATION BY CERTIFIED MAIL

Cause No. 17-010 -- 451st Judicial District Court of Kendall County, Texas

Style of Case:

Alvin Vaught et ux Nancy Vaught

v.

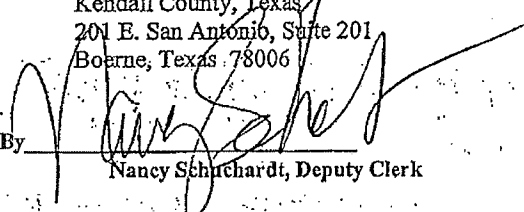
Ocwen Loan Servicing, LLC, et al

I hereby certify that on January 31, 2017, at 4:30 p.m., I placed in the custody of the U.S. Mail addressed to WILLMINGTON TRUST, NATIONAL ASSOCIATION NOT IN ITS CAPACITY BUT AS TRUSTEE OF ARLP SECURITIZATION TRUST, SERIES 2014-2 BY AND THROUGH ITS REGISTERED AGENT, WILMINGTON TRUST NATIONAL ASSOCIATION, RODNEY SQUARE N. 1100 N. MARKET ST. ; WILMINGTON DE 19890 by certified mail, restricted delivery, return receipt requested a true copy of this citation with a copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR TEMPORARY RESTRAINING ORDER and ORDER ON PLAINTIFF'S ORIGINAL PETITION REQUEST FOR TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING FOR TEMPORARY AND PERMANENT INJUNCTION WITH NOTICE OF HEARING attached thereto.



Susan Jackson, District Clerk
Kendall County, Texas
201 E. San Antonio, Suite 201
Boerne, Texas 78006

By


Nancy Schuchardt, Deputy Clerk

CERTIFIED MAIL NO. 70141820000199792378

Signed for on: _____

By: _____

Attach tracking history or signature receipt

Filed: 2/24/2017 3:53:33 PM
 Susan Jackson
 District Clerk
 Kendall County, Texas

CAUSE NO. 17-010

ALVIN VAUGHT ET UX NANCY VAUGHT	§	IN THE DISTRICT COURT
	§	
Plaintiffs,	§	
	§	
v.	§	451st JUDICIAL DISTRICT
	§	
OCWEN LOAN SERVICING, LLC, POWER	§	
DEFAULT SERVICES, INC., AND	§	
WILMINGTON TRUST, NATIONAL	§	
ASSOCIATION NOT IN ITS INDIVIDUAL	§	
CAPACITY BUT AS TRUSTEE OF ARLP	§	
SECURITIZATION TRUST, SERIES 2014-	§	
12	§	
	§	
Defendants.	§	KENDALL COUNTY, TEXAS

DEFENDANT'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

Pursuant to the Texas Rules of Civil Procedure, Defendant Ocwen Loan Servicing, LLC ("Defendant") hereby files this Original Answer in response to Plaintiff's *Original Petition and Request for Temporary Restraining Order* (the "Petition"), and respectfully shows the Court as follows:

I. ANSWER

Defendant generally denies each and every, all and singular, allegations in the Petition and demands strict proof thereof. As this case develops, Defendant reserves the right to amend this Original Answer as permitted by the Texas Rules of Civil Procedure.

II. AFFIRMATIVE DEFENSES

1. Plaintiffs have failed to state a cause of action for which relief can be granted.
2. If Plaintiffs suffered damage or loss as alleged, such damage and loss was caused, either in whole or in part, by Plaintiffs' own acts and/or omissions.

3. Plaintiffs' claims are subject to and/or barred by the terms of relevant and applicable contracts and/or agreements.

4. Plaintiffs' claims are barred, in whole or in part, by the statute of frauds.

5. Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands, laches, and/or estoppel (in all its forms).

6. Plaintiffs' claims are barred, in whole or in part, based on the doctrines of offset and/or setoff.

7. Plaintiffs' claims are barred, in whole or in part, based on the doctrine of res judicata.

WHEREFORE, PREMISES CONSIDERED, Defendant prays that, upon final hearing hereof, judgment be rendered that Plaintiffs take nothing by its suit, and for such other and further relief, general and special, at law and in equity, to which it may be justly entitled.

Respectfully submitted,

/s/ Matthew K. Hansen

Robert T. Mowrey

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LOCKE LORD LLP

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Dallas, Texas 75201-6776

(214) 740-8000 (Telephone)

(214) 740-8800 (Facsimile)

**ATTORNEYS FOR DEFENDANT
OCWEN LOAN SERVICING, LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document is served on Plaintiffs' counsel of record pursuant to the Texas Rules of Civil Procedure *via electronic transmission through eFileTexas.gov and/or certified mail, return receipt requested*, on this 24th day of February, 2017:

Reid A. Nelson
210 English Oaks Circle
Boerne, Texas 78006

Carl J. Kolb
926 Chulie Dr.
San Antonio, Texas 78216

William M. Clanton
Law Office of Bill Clanton PC
926 Chulie Dr.
San Antonio, Texas 78216

/s/ Matthew K. Hansen
Counsel for Defendant

NO. 17-010

ALVIN VAUGHT ET UX NANCY VAUGHT	§	IN THE DISTRICT COURT OF
Plaintiffs,	§	
	§	
v.	§	KENDALL COUNTY, T E X A S
	§	
OCWEN LOAN SERVICING, LLC, ET AL,	§	
Defendants.	§	451 st JUDICIAL DISTRICT

DEFENDANT'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

Pursuant to the Texas Rules of Civil Procedure, Defendant Christiana Trust, a division of Wilmington Savings Fund Society FSB, not in its individual capacity but as Trustee of ARLP Securitization Trust Series 2014-2, incorrectly named as Wilmington Trust, National Association not in its individual capacity but as Trustee of ARLP Securitization Trust, Series 2014-2 ("Christiana Trust" or "Defendant") hereby files this Original Answer in response to Plaintiffs Original Petition and Request for Temporary Restraining Order (the "Petition"), and respectfully shows the Court as follows:

I. ANSWER

Defendant generally denies each and every, all and singular, allegations in the Petition and demands strict proof thereof. As this case develops, Defendant reserves the right to amend this Original Answer as permitted by the Texas Rules of Civil Procedure.

II. AFFIRMATIVE DEFENSES

1. Plaintiffs have failed to state a cause of action for which relief can be granted.
2. If Plaintiffs suffered damage or loss as alleged, such damage and loss was caused, either in whole or in part, by Plaintiffs' own acts and/or omissions.

3. Plaintiffs' claims are subject to and/or barred by the terms of relevant and applicable contracts and/or agreements.
4. Plaintiffs' claims are barred, in whole or in part, by the statute of frauds.
5. Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands, laches, and/or estoppel (in all its forms).
6. Plaintiffs' claims are barred, in whole or in part, based on the doctrines of offset and/or setoff.
7. Plaintiffs' claims are barred, in whole or in part, based on the doctrine of res judicata.
8. Plaintiffs' claims are barred in whole or in part by the economic loss rule.
9. Plaintiffs' claims are barred in whole or in part by Plaintiffs' material breach of contract.
10. Plaintiffs' claims are barred in whole or in part by Plaintiffs' failure to tender amounts owed to Defendant.

WHEREFORE, PREMISES CONSIDERED, Defendant prays that, upon final hearing hereof, judgment be rendered that Plaintiffs take nothing by its suit, and for such other and further relief, general and special, at law and in equity, to which it may be justly entitled.

Respectfully Submitted,

McGLINCHEY STAFFORD, PLLC

By: /s/ Matt D. Manning

MATT D. MANNING

State Bar No. 24070210

JEFFREY R. SEEWALD

State Bar No. 17986640

1001 McKinney, Suite 1500

Houston, TX 77002

Telephone: (713) 520-1900

Facsimile: (713) 520-1025

mmanning@mcglinchey.com

**ATTORNEYS FOR DEFENDANT
CHRISTIANA TRUST, A DIVISION OF
WILMINGTON SAVINGS BANK FSB, NOT
IN ITS INDIVIDUAL CAPACITY BUT AS
TRUSTEE OF ARLP SECURITIZATION
TRUST SERIES 2014-2**

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of March, 2017, I electronically filed a copy of the foregoing Notice of Appearance with the Kendall County District Court and served a copy upon the below counsel of record:

Via Email: bill@clantonlawoffice.com

William M. Clanton

Law Office of Bill Clanton PC

926 Chulie Dr.

San Antonio, Texas 78216

Houston, Texas 77056

Via Email

Robert T. Mowrey rmowrey@lockelord.com

Arthur E. Anthony aanthony@lockelord.com

Matthew K. Hansen mkhansen@lockelord.com

Locke Lord LLP

2200 Ross Avenue, Suite 2800

Dallas, Texas 75201-6776

Attorneys for Defendant Ocwen Loan Servicing, LLC

/s/ Matt D. Manning

Matt D. Manning

CAUSE NO. 17-010

ALVIN VAUGHT ET UX NANCY VAUGHT	§	IN THE DISTRICT COURT
	§	
Plaintiffs,	§	
	§	
v.	§	451st JUDICIAL DISTRICT
	§	
OCWEN LOAN SERVICING, LLC, POWER	§	
DEFAULT SERVICES, INC., AND	§	
WILMINGTON TRUST, NATIONAL	§	
ASSOCIATION NOT IN ITS INDIVIDUAL	§	
CAPACITY BUT AS TRUSTEE OF ARLP	§	
SECURITIZATION TRUST, SERIES 2014-	§	
12	§	
	§	
Defendants.	§	KENDALL COUNTY, TEXAS

DEFENDANT'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

Pursuant to the Texas Rules of Civil Procedure, Defendant Power Default Services, Inc. ("Defendant") hereby files this Original Answer in response to Plaintiff's *Original Petition and Request for Temporary Restraining Order* (the "Petition"), and respectfully shows the Court as follows:

I. ANSWER

Defendant generally denies each and every, all and singular, allegations in the Petition and demands strict proof thereof. As this case develops, Defendant reserves the right to amend this Original Answer as permitted by the Texas Rules of Civil Procedure.

II. AFFIRMATIVE DEFENSES

1. Plaintiffs have failed to state a cause of action for which relief can be granted.
2. If Plaintiffs suffered damage or loss as alleged, such damage and loss was caused, either in whole or in part, by Plaintiffs' own acts and/or omissions.

3. Plaintiffs' claims are subject to and/or barred by the terms of relevant and applicable contracts and/or agreements.

4. Plaintiffs' claims are barred, in whole or in part, by the statute of frauds.

5. Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands, laches, and/or estoppel (in all its forms).

6. Plaintiffs' claims are barred, in whole or in part, based on the doctrines of offset and/or setoff.

7. Plaintiffs' claims are barred, in whole or in part, based on the doctrine of res judicata.

WHEREFORE, PREMISES CONSIDERED, Defendant prays that, upon final hearing hereof, judgment be rendered that Plaintiffs take nothing by its suit, and for such other and further relief, general and special, at law and in equity, to which it may be justly entitled.

Respectfully submitted,

/s/ Matthew K. Hansen

Robert T. Mowrey

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Arthur E. Anthony

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Dallas, Texas 75201-6776

(214) 740-8000 (Telephone)

(214) 740-8800 (Facsimile)

**ATTORNEYS FOR DEFENDANTS
OCWEN LOAN SERVICING, LLC
AND POWER DEFAULT
SERVICES, INC.**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document is served on Plaintiffs' counsel of record pursuant to the Texas Rules of Civil Procedure *via electronic transmission through eFileTexas.gov and/or certified mail, return receipt requested*, on this 3rd day of March, 2017:

Reid A. Nelson

210 English Oaks Circle

Boerne, Texas 78006

Carl J. Kolb

926 Chulie Dr.

San Antonio, Texas 78216

William M. Clanton

Law Office of Bill Clanton PC

926 Chulie Dr.

San Antonio, Texas 78216

/s/ Matthew K. Hansen

Counsel for Defendant